IN ARBITRATION.

STATEMENT

OF THE CLAIMS OF NAWAB SHAMS-UL-OOMRAH, AMIR-I-KABIR, KHOORSHED JAH, BAHADOOR,

AGAINST

NAWAB EKBAL-UD-DOWLAH, VIKAR-UL-OOMRAH, BAHADOOR,

IN RESPECT OF THE PROPERTY LATE IN THE POSSESSION

OF

NAWABS RAFFEE-UD-DEEN KHAN

AND

RASHBEE-UD-DEEN KHAN, BAHADOORS.

CLEVELAND, LITTLE & NICHOLSON,

SOLICITORS FOR

NAWAB KHOORSHED JAH BAHADOOR

BOMBAY.

INDEX.

OBSERVATIONS.

In order that the present dispute between the Nawabs Khoorshed Jah and his brother the Nawab Vikar-ul-Oomrah may be fully understood, it will be necessary to review shortly the history of the Shams-ul-Oomrah family, to which these Nawabs belong.

Since the foundation of the Hyderabad Dynasty about A. D. 1700, the family of Shams-ul-Oomrah has held the highest place amongst the Hyderabad nobles, and is closely connected with the family of H. H. the Nizam by frequent intermarriages. It is unnecessary for the purposes of this present case to refer to any member of the family prior to Nawab Fakoor-ud-Deen Khan, the first Amir-i-Kabir Shams-ul-Oomrah. He married about the year 1797 a daughter of H. H. Nizam Ali Khan, the then reigning prince and by her had three daughters and three sons.

The names of the sons were :—

A. Moozum-ul-Moulk, who died young without issue.

B. Mahomed Raffee-ud-Deen Khan, born about 1802, who received the titles of Oomdat-ud-Dowlah and Oomdat-ul Moolk, and who after the death of his father in 1863 received the further titles of Shams-ul-Oomrah and Amir-i-Kabir.

C. Mahomed Sooltan-ud-Deen Khan, born obout 1812, who afterwards received the titles of Basheer-ul-Moulk.

The Nawab Fakoor-ud-Deen Khan married also a second wife, a lady of noble family in Hyderabad, and by her had one son.

D. Rashee-ud-Deen Khan, born about 1813, who received the title of Iktadar-ul-Moolk, and, after the death of his father in 1863, the further title of Vikar-ul-Oomrah.

The Nawab Raffee-ud-Deen Khan (marked as B. above; the second son of the Nawab Fakoor-ud-Deen Khan by his first wife) was never married. The Nawab Sooltan-ud-Deen Khan (marked C. above; the third son by the first wife) was married about the year 1828 to a sister of H. H. Nizam Nazur-ud-Dowlah, the then reigning prince. He had two sons by other ladies :

E. Nawab Mohtashim-ud-Dowlah born about 18 , and who died on the 17th February 1881 without children.

F. Nawab Bashur-ud-Dowlah born about 18 and who is now living.

The Nawab Rashee-ud-Deen Khan (marked as D. above; son of the Nawab Fakoor-ud-Deen Khan by his second wife) was married about the year 1830 to a daughter of a nobleman in Hyderabad, by whom he had two daughters. In the year 1838, at the request of the Nizam Nasur-ud-Dowlah, he married the sister of His Highness, and had by her issue two sons and two daughters.

The name of the sons were :—

G. Nawab Khoorshed Jah, born in 18 and now living.

H. Nawab Ekbal-ud-Dowlah, born in 18 , and now living

In the year 1840 Nawab Fakoor-ud-Deen Khan, by the direction of H. H. the Nasur-ud-Dowlah, granted to each of his sons then living (marked B. C. and D above) *Humrighs* or personal attendants. The payments for the *Humrighs* of the Nawabs Raffee-ud-Deen Khan (marked as B. above) and Sooltan-ud-Deen Khan (marked as C. above) were made from the treasury of Nawab Fakoor-ud-Deen Khan ; but by the direction of H. H. the Nizam, Nawab Fakoor-ud-Deen Khan settled by Sanuds upon Nawab Rashee-ud-Deen Khan (marked as D. above) certain Pagah talooks, from the revenue of which his *Humrighs* were paid.

Nawab Sooltan-ud-Deen Khan (marked as C. above) died in 1844, during the life time of his father, Fakoor-ud-Deen Khan. Upon his death, his share of Humrighs did not pass to his two sons, but reverted to his father.

Shortly afterwards fresh Humrighs were granted by Nawab Fakoor-ud-Deen Khan to Nawab Khoorshed Jah (marked as G. above), the eldest son of Nawab Rashee-ud-Deen Khan and grand son of Nawab Fakoor-ud-Deen Khan and to pay the expenses of such Humrighs the talooks of Partabpore and Lahara were granted to Khoorshed Jah by Fakoor-ud-Deen Khan by Sanads, copies of which will be found at pages 35 to 41 of this case.

Nawab Fakoor-ud-Deen Khan died in the year 1863. Frequently during his life time and especially during his last illness, he had requested his youngest son, Nawab Rashee-ud-Deen Khan (marked as D. above) not to divide the family property immediately after his decease ; but to allow his elder brother Nawab Raffee-ud-Deen Khan (marked as C. above) to enjoy for his life all the family estate, including the Pagah talooks and Jaghirs, which he, Nawab Fakoor-ud-Deen Khan was in possession of, and he informed Nawab Rashee-ud-Deen Khan that, after the death of Nawab Raffee-ud-Deen Khan, he (Nawab Rashee-ud Deen Khan) would succeed to those estates. In consequence of this request, no division of the property moveable or immoveable belonging to Nawab Fakoor-ood-Deen Khan was made, but the whole of such property after the death of Nawab Fakoor-ood-Deen Khan came into the possession of Nawab Raffee-ud-Deen Khan. H. H. Nizam Afzal-ud-Dowlah asked Nawab Rashee-ud-Deen Khan if he required that a distribution of such property should be made, and Nawab Rashee-ud-Deen Khan in reply stated that he did not, as he was willing to act in accordance with his father's dying wishes.

Nawab Raffee-ud-Deen Khan died on the 5th April 1877 childless. On the 3rd day after the death, Nawab Rashee-ud-Deen Khan was informed by the Minister, Sir Salar-Jung, that the late Nawab Raffee-ud-Deen Khan made a will in 1872, whereby he had settled the whole of the property he was in possession of, at the time

of his death, upon his nephews the Nawabs Mohtashim-ud-Dowlah and Basheer-ud-Dowlah [marked as **E** and **F** above, the sons of the Nawab Sooltan-ud-Deen Khan.] The existence of this will had been kept secret from the Nawab Rashee-ud-Deen Khan; he had never heard of it before. The Minister Sir Salar Jung also informed the Nawab Rashee-ud-Deen Khan on a subsequent occasion that the will had been sent to him, with a request that it should be kept strictly private, and that Nawab Rashee-ud-Deen Khan was on no account to know of its existence, as he would be sure to dispute it. This alleged will, it may be remarked, was a document purporting to be under the seal of Nawab Raffee-ood-Deen Khan, and to bequeath to Nawabs Motashim-ud-Dowlah and Basheer-ud-Dowlah certain properties described in three schedules, which were unsigned and quite loose and unattached to each other or to the principal document. Nawab-Rashee-ud-Deen Khan immediately he so heard of the existence of the alleged will disputed its validity. This was the primary commencement of the disputes that have been going on now for some years past in the family of Shams-ul-Oomrah.

After the death of the Nawab Raffee-ood-Deen Khan, the Nawabs Mohtashim-ud-Dowlah and Basheer-ud-Dowlah entered into illegal possession of the whole of the moveable and immoveable property which was in the possession of the Nawab Raffee-ood-Deen Khan, at the time of his death excepting certain talooks in the possession or charge of one Mahomed Shokoor.

The property so taken possession of included not only property of Nawab Raffee-ood-Deen Khan, not referred to in the Will or the schedules; but also private property both moveable and immoveable belonging actually to Nawab Rashee-ood-Deen Khan himself. They also laid claim to two Paigha talooks called Husnabad and Narayen Khera, which on the death of Nawab Raffee-ood-Deen Khan remained in the possession of the said Mahomed Shokoor. The property thus taken possession of being undivided family property, in which the late Nawab had but a life interest and that only by consent, the Nawab-Rashee-ood-Deen Khan put forward a claim to be put into possession of that portion of the property so illegally held by his nephews, to which he was rightfully entitled. This claim was strongly contested by the Nawabs Mohtashim-ood-Dowlah and Basheer-ud-Dowlah, who both refused to give up any portion. The right to bear the titles of honor lately held by the late Nawab Rashee-ood-Deen Khan was also a matter of dispute between the contending Nawabs.

The dispute between the uncle and nephews upon the subject of the family estates was reported to the Resident and on the 23rd June 1877 he asked to be furnished with the following statements.

I. Statement of the Jaghir and service lands held by Nawab Fakoor-ood-Deen Khan with a note of the portion of the same given by him to his sons during his lifetime. as also of the portions of the Paigah or establishments similarly made over to them.

II. Statement of disposal of jaghirs, land, &c., in the possession of the said Nawab at the time of his death in 1863, and how divided.

III. Statement of lands, &c., in the possession of the late Nawab Raffee-ood-Deen Khan during his fathers lifetime.

IV. Statement of lands, &c, in the possession of the Nawab Rashee-ood-Deen Khan.

These Statements and others were duly furnished but beyond the foregoing reference, this case is not affected by them. Nawabs Mohtashim-ood-Dowlah and Basheer-ood-Dowlah called upon the Resident on the 2nd July 1877, and urged their claims to the titles and to the Paigah lands and property as their right. Sir Richard Meade, the then Resident, told them that from what he knew they appeared to be misguided, that their late uncle Nawab Raffee-ood-Deen Khan had no power to will away anything, and that he had only a life interest in the property which he had taken possession of on his father's death. Nevertheless, the two Nawabs persisted in pressing their claims.

Lengthy negotiations and correspondence (to which it is unnecessary to refer more precisely here-took place through the Minister Sir Salar Jung with the intention of effecting a compromise of the dispute; but though the Nawab Rashee-ood-Deen Khan showed a strong desire to arrange the matter amicably, the Nawabs Mohtashim-ood-Dowlah and Basheer-ood-Dowlah refused to withdraw one iota of their claims. On one occasion in 1877 under strong pressure from the Resident and Minister the former Nawab agreed to withdraw his claim to the property in dispute, provided that the titles of honour of the late Raffee-ood-Deen Khan (to which the two nephews, as before stated, had put in a further claim) were allowed to be conferred upon him. The offer needless to say was rejected by the Nawabs Mohtashim-ood-Dowlah and Basheer-ud-Dowlah; but it is mentioned here for the purpose of pointing out a recorded opinion of the Government of India, which is of some importance at the present time. The above proposed arrangement was reported to the Government of India by the Resident, and in answer they stated (vide paragraph 2 of letter from Resident to Minister, dated 12th September 1877,) that any arrangement made could, provided the invalidity of the alleged documents set up by the two nephews was proved, only hold during the lifetime of the Nawab Rashee-ood-Deen Khan, and was not at all binding on his sons after his death, in which event the whole matter must be gone into afresh. A copy of this letter is inserted here.

HYDERABAD RESIDENCY,

Dated 12th September 1877.

To

HIS EXCELLENCY THE MINISTER,

The Resident has the honor to address His Highness' Government on the subject of his personal communication with His Excellency the

Minister last evening, relative to the orders passed by the Government of India, on the representations embodied by His Excellency in his letter, dated 27th June last, regarding the view taken by the Resident of the course adopted by His Highness' Government in the settlement of the conflicting claims of the (then) Nawab Vikar-ool-Oomrah Bahadoor and the Nawab Mohtashim-ood-Dowlah and Bashir-ood-Dowlah Bahadoors, to the titles and Pagah grants held and enjoyed by the late Nawab Shams-ool-Oomrah Amir-i-Kabeer, Bahadoor.

2. His Excellency the Minister's letter on this subject, with copies of all the correspondence that had passed on it, was duly forwarded for the information of the Viceroy and Governor-General in Council, who, after a review of the circumstances of the case as set forth in this correspondence, has recorded the following opinion on it :—

"The case was an important one. The family concerned is the most eminent in Hyderabad, and the Nawab Vikar-ool-Oomrah is its eldest and most influential representative. The titles claimed are distinctive of the recognized head of the nobility. The estates, especially those designated Paigah grants, are of considerable yearly value, and, in respect to the latter, an important question had been raised as to the capacity of the late holder to dispose of by the Will.

"Looking then to the position of the parties, to the pecuniary and personal interests involved and to the political importance of the matters in dispute, the occasion was obviously one in which it was incumbent upon the Minister to seek and act upon the advice of the British Resident, that is, of the representative of the Guardian Power ultimately responsible for the administration of Hyderabad during the minority of the ruling Chief.

The case has been for the present at all events amicably compromised, the family titles having been bestowed on the Nawab Vicar-ul-Oomrah, while the estates have, with the consent of the Nawab, been allowed to remain with that nobleman's nephews.

"The above compromise, so far as it affects the interests of the Nawab Vicar-ul-Oomrah, is accepted by the Government of India ; but before ratifying the decision as a permanent arrangement, His Excellency in Council desires that you will carefully ascertain and report the exact grounds of the Nawab's assertion, that the late Amir-i-Kabir was legally incapable of disposing of the Paigah grants by Will. Should the Nawab's assertion prove correct, it must be clearly understood that the present arrangement, whereby the Paigah estates are vested in the Nawab's nephews, will hold good for the life of the Nawab only and be subject to reconsideration on his decease.

"In conclusion, I am desired to intimate that the Governor-General in Council fully and cordially approves of your proceedings in this matter, and is satisfied that your timely interference has saved the Nawab Vicar-ul-Oomrah from what would have been justly regarded by him as unmerited disgrace."

From these remarks, it will be seen that the Viceroy and Governor-General in Council fully approves of the views urged by the Resident on his Highness' Government as to the course that ought to have been taken in this matter; and that His Excellency now desires to be furnished with a report of the exact grounds for the Nawab Vicar-ul-Oomrah Bahadoor's assertion, that his brother, the late Amir-i-Kabir Bahadoor, was legally incapable of disposing of the Pagah grant by will.

The Resident accordingly requests that Nawab Shamsh-ul-Oomrah Bahadoor may be asked to state fully what those grounds are; and that his representation on this point together with the views and opinion on it of His Highness' Government may be forwarded to him (the Resident) for submission to the Government of India.

As the Resident has already referred to this subject in conversation with His Excellency the Minister when reading to him the despatch in question last evening, it is unnecessary for him to offer further remark on it here beyond observing that he has as yet himself neither expressed nor formed an opinion as to the real merit of the respective claims of the Nawab Amir-i-Kabir Bahadoor and his nephews in this matter.

(Sigd.) R. J. MEADE,

Resident.

As before stated, the above proposed arrangement fell through; but the titles of the honour were subsequently, against the protests of the Nawabs Motashim-ood-Dowlah and Basheer-ood-Dowlah, conferred on Nawab Rashee-ood-Deen Khan, the Minister admitting that his right to them was quite unimpeachable. Early in 1878 the Minister proposed a further arrangement with regard to the property, by which certain talooks and other estates were to be handed over to Nawab Rashee-ood-Deen Khan, and others were to be absolutely retained by the Nawabs Motashim-ood-Dowlah and Basheer-ood-Dowlah. The Nawab Rashee-ood-Deen Khan agreed to the proposal at once, and he was informed, so also did his nephews. But the latter, after handing over in April 1878 Paiga talooks of the annual value of Rupees 1,46,000 and Jaghirs of the annual value of Rupees 54,000 and Rupees 500,000 in cash, (only a small part of the property to be handed over), refused to be bound any further by the terms of the arrangement they had entered into. The terms of this last agreement were, it may be mentioned, drawn up under the hand of the Minister, and placed upon record. The landed property of Rs. 2,00,000 so handed over was, by mutual consent, settled upon Nawab Ikbal-ud-Dowlah, the younger son of Nawab Rashee-ood Deen Khan, and is at the present time in his possession. This was done as Nawab Khoorshed Jah, his elder brother, was already provided for by Nawab Fakoor-ood-Deen Khan as before stated.

On the 4th September 1879 the Minister decided, after a careful and searching enquiry, that the Nawab Rashee-ood-Deen Khan was entitled to the talooks of Husnabad and Narrayen Khera, which had

been claimed by the Nawab Motashim-ood-Dowlah and Basheer-ood-Dowlah (see above) and on the 10th day of January 1880, Mahomed Shokoor handed over possession of these talooks to Nawab Rashee-ood-Deen Khan. The Nawab Mohtashim-ood-Dowlah and Basheer-ood-Dowlah then on the 5th March 1880 signed and presented a memorial to Lord Lytton, the then Viceroy and Governor General of India in Council, praying that all the property that remained in Mahomed Shokoor's charge, on the death of Nawab Raffee-ood-Deen Khan, should be handed over to them, and especially that orders be given that the talooks of Husnabad, Narrayen Khera, Kohloor &c. be forthwith handed over to the memorialists. They presented a further memorial with reference to the same subject on the 8th February 1881.

They claimed to be entitled to have possession of these properties on the following grounds :—

(1). As heirs-at-law and adopted sons of the late Nawab Raffee-ood-Deen Khan.

(2.) By virtue of certain Sanads, said to have been made by the late Nawab in favour of the two Nawabs in August 1871, and by virtue of a further Hibanamah or Deed of gift alleged to have been excuted by the late Nawab in favour of the two Nawabs in 1872.

3. By virtue of the will of the late Nawab Raffee-ood-Deen Khan mentioned above.

They virtually prayed that the Talooks of Narrayen Khera, Husnabad and Kaloor, might be given to them or else that the property of the value of 2 lacs which under the amicable arrangement of 1878 had been handed over to the Nawab Rashee-ood-Deen Khan should be restored to them.

On the 21st February 1881 the Nawab Mohtashim-ood-Dawlah died and the disputed property of which he was in possession at his death passed into the possession of the Hyderabad Government. His brother and heir-at-law Nawab Basheer-ood-Dowlah however put in a claim to the whole of it. Nawab Rashee-ood-Deen Khan, in October 1881, submitted a lengthy statement in answer to all the claims of the Nawabs Mohtashim-ood-Dowlah and Basheer-ood-Dowlah, and he prayed that the Government of India would take it into consideration before deciding anything with reference to the memorial presented to them by his nephews. In that statement he satisfactorily combated and entirely refuted all the points raised by the memorialists, and he proved beyond all doubt his right to a great portion of the undivided property of his father Nawab Fakoor-ood-Deen Khan, and of the property of his brother Nawab Raffee-ood-Deen Khan. At the same time he proved the utter invalidity of the documents upon which the claims of the memorialists were based.

The matters in dispute were referred by the British Government to the Minister Sir Salar Jung for his decision upon the conflicting claims, and the letter of Sir Stuart Bayley, the Resident, to the Minister, dated

the 15th September 1881 (in which he informs the Minister of the course taken by the Government and states his own views on the subject) is of importance.

It is as follows.

(*Letter from Resident to Minister.*)

HYDERABAD RESIDENCY,

15th September 1881.

MY DEAR NAWAB,—I have the honor herewith to forward a letter from the Government of India concerning the appeal of Nawab Bashir-ud-Dowlah in the matter of the Husnabad and Narainkhera taluks.

2. The letter, you will observe, is dated the 4th May, and was received by me at a time when I had commenced negotiations with Nawab Bashir-ud-Dowlah at the point where they were left uncompleted by Sir R. Meade, with a view to bringing about an amicable arrangement between the Nawab and his uncle, the Amir-i-Kabir. The Government of India permitted me to keep the order in abeyance in hopes of an amicable arrangement being come to, and you are aware that since the return of the Nawab Amir-i-Kabir, I have spared no pains to bring about a settlement. I have kept you fully informed of the various suggestions that have been made, and have now received an answer from Bashir-ud-Dowlah rejecting the final proposal which I made (after ascertaining that the Nawab Amir-i-Kabir would accept it) to the effect that the property of the late and present Amir-i-Kabir, being added together, Nawab Bashir-ud-Dowlah should receive one-third, the other two-thirds being secured to Nawab Khoorshed Jah and Ekbal-ud-Dowlah after the death of their father. This proposal having been rejected in terms which leave no doubt on my mind that no amicable arrangement can be effected by my efforts, it is clearly useless for me to continue the negotiations any longer. It becomes my duty therefore at once to communicate to you the orders of the Government of India.

3. You will see that I am to ask you to refer, in considering the memorial of the younger Nawabs, to the arrangement between the parties come to in 1877, and to inform me whether you see any cause for so revising the orders of 1879 (regarding the taluks of Husnabad and Narainkhera) as to bring about some such amicable settlement as that on which the case rested in 1877. The Government express their opinion that if the claims of your colleague to represent the family are duly recognised by his nephew, he may be willing, out of consideration for the expressed intention of his brother and the expectation legitimately founded by his nephew on the settlement of 1877, to come to an understanding upon the matter now actually at issue ; but they add that the Government of India is very unlikely indeed to interfere with any conclusive decision that may be passed by you in consultation with the Resident.

4. The Government of India, you will observe, still speak of the nephews in the plural, and make no allusion to the subsequent

complication of the dispute caused by the death of Nawab Mohtashim-ud-Dowlah, and the claim of Bashir-ud-Dowlah to succeed to his property as well as to that demised to himself by his late uncle.

5. The responsibility of settling this long pending and most difficult case is thus thrown on your Excellency, and the Government of India desire that you will decide it in communication with the Resident. We have frequently discussed every point in this most intricate case. It is of course still open to your Excellency to endeavour to bring about an amicable settlement, and, should you succeed in doing so, you would, I think, be entitled to the gratitude both of the parties themselves and the Government of India ; but should you have to give an authoritative decision, I venture, in order that I may not seem to shirk my share of the responsibility, to place before you my view of the principles which should be kept in sight in coming to a decision.

6. Putting aside all questions of the validity or invalidity of the testamentary and other documents executed by the late Amir-i-Kabir, I consider that the Nawab, your colleague, is *primâ facie* bound by the arrangement which he voluntarily proposed in 1877, viz., that his nephew should have the estates provided he was allowed the titles of his deceased brother. Moreover, I may say, looking to the words in which the orders of the Government of India are communicated, that, in their opinion, this offer remains in principle unaffected by the decision of your Excellency's Government as to the genuineness of the document under which the Nawab Amir-i-Kabir claims the reversion of the taluks of Husnabad and Narainkhera.

7. The Nawab himself has frequently allowed the general obligation under which his offer places him, but urges several objections to its being now accepted as an accurate statement of his obligations.

8. He urges that he had not seen the documents referred to, and was inaccurately informed of their scope. That as to Narainkhera and Husnabad, these two taluks were not mentioned or alluded to in the Will. He knew that the reversion of them was secured to him by H. H. the late Nizam, and he never intended his waiver to apply to these estates, which he did not suppose his brother had left away from him. Further, he urges that he consented to give up the estates on the understanding that his right to give them was undisputed ; but as his nephew persists in disputing it and in branding him publicly as a forger and usurper, he considers himself released from his obligation under it.

9. Finally, he urges that the agreement was a proposal merely. never formally executed, nor completely carried out, on either side, Had it been put into formal shape, it would have been clear that he only parted with a life interest in the taluks to his nephews, and that he never contemplated or would have agreed to one nephew succeeding to the estates held in this manner by the other to the entire overshadowing of his own family, and he objects therefore to Bashir-

ud-Dowlah acquiring the property demised to his deceased brother Mohtashim-ud-Dowlah. It is not necessary that I should explain how much or how little weight I should be inclined to attach to each of these objections, especially, as in reference to Husnabad and Narainkhera the Government of India consider the original arrangement to be still binding ; but I venture to ask your Excellency's special attention to the last objection, as the death of Nawab Mohtashim-ud-Dowlah so far varies the state of affairs from what it was in 1877 as to make it necessary to consider whether the arrangement then proposed can fairly now be enforced in such a way as to entail consequences not then contemplated, and to which, it may be assumed, the Nawab, if he had contemplated them, would have hesitated to assent.

10. I have understood from your Excellency, and indeed from all the papers of the case, that these Pagah taluks which have been specially assigned by successive Nizams for the up-keep of their own personal or household troops are not like other estates, heritable, and alienate under the ordinary provisions of Mahomedan law, but are granted, transferred, or resumed at the sole will and pleasure of His Highness, and that no transfer or alienation could ordinarily take place in a family closely allied with His Highness by marriage without the consent, either express or implied, of the Nizam.

11. If these estates were subject to the ordinary conditions of Mahomedan Law, I presume that Nawab Bashir-ud-Dowlah, as the heir-at-law of his late brother, could properly lay claim to the estates actually in possession of the late Nawab Mohtashim-ud-Dowlah ; but if I am right in supposing that, as grants specially assigned by the Nizam for personal service, they are withdrawn from the conditions operating under Mahomedan law in the case of private property, then a new consideration is imparted and a different set of principles comes into play.

12. I would here refer also to the terms of the Will, by which the Pagah grants are clearly *not assigned* as by one who has power to assign them; but the words of the Nawab are that he thinks it desirable to suggest how they should be distributed, and hopes H. H. Nizam will be pleased to confirm the arrangement. These terms shew conclusively that there can be no *legal* right in the case founded on the Will by itself. The Nizam alone can create the legal right.

13. In such circumstances your Excellency, as Minister acting for the minor Nizam, would, I conceive, have to be guided by the same considerations as would in your opinion guide His Highness if he were of age.

14. Looking to the avowed wishes of the late Amir-i-Kabir, the offer made by the present Amir-i-Kabir in 1877, the exceptions now taken by him to the obligation imposed by that offer, the complications caused by the death of Nawab Mohtashim-ud-Dowlah, the preponderating position which the addition of his brother's property would give to Nawab Bashir-ud-Dowlah, the esteem in which the two branches of the family respectively have been held by successive Nizams—looking, to all these conditions, your Excellency would, I conceive, have to

place yourself as it were in the position of the reigning Nizam, and ask yourself on what principles and in what manner His Highness, if of age, would be likely to dispose of these taluks, and having to the best of your ability answered the question, guide yourself accordingly, assuming of course that His Highness would act equitably and fairly, but not without regard to State policy.

15. These are the principles on which it occurs to me a decision should be come to, and I submit them to your Excellency's consideration merely because the Government of India desire that the decision shall be come to in communication with the Resident, and because, as I am about to take three months' leave of absence, it is desirable that I should communicate my views before I go. It is however on your Excellency that the power and responsibility of making the decision ultimately rest, and I claim for my views no final authority, but merely the reasonable consideration that I am sure you will gladly accord to them.

16. Before closing this letter, there is one other point to which I have to ask your Excellency's attention. Under the orders of the Government of India contained in Mr. Thornton's letter dated 12th September 1877, any decision which you may come to, so far as it is based on the Nawab Amir-i-Kabir's proposal of 1877, would apparently be binding on the Nawab alone not on his sons. It was therein ordered that before such settlement could be held binding on the Nawab's heirs, the Resident was carefully to ascertain and report the exact grounds of the Nawab's assertion that the late Amir-i-Kabir was legally incapable of disposing of the Pagah grants by Will. You are aware of the circumstances which caused Sir R. Meade to abstain at the time from holding such an enquiry; and if a settlement to which both parties agree could be brought about, I should still deprecate the institution of an inquiry which could at the best have only temporary results, as it is agreed on all sides that the reigning Nizam can at any time, of his own authority, resume or re-distribute these grants.

17. But the Amir-i-Kabir on learning the rejection of his offer by his nephew, has written to me a letter, copy* of which is enclosed, asking now that the inquiry should be held. Such an enquiry, it is true, would have no effect so far as getting rid of the agreement which he proposed in 1877, but it might prevent the agreement being binding on his sons, and in their interests he demands it. I your Excellency can come to a decision which shall be acquiesced in by all parties, no inquiry would be necessary; if your decision be objected to by the Nawab on behalf of his sons, it would be necessary to submit his application to the Government of India, in order to ascertain the wishes of the Viceroy in Council upon the question. Your decision would any way be valid and binding during the Nawab's lifetime; but the Government of India might still think an inquiry necessary in the interests of his sons unless indeed

* I should explain that, subsequent to the receipt of this letter, the Nawab agreed at an interview I had with him to my proposal (mentioned in para. 3) for a compromise, but he stated distinctly that, if this proposal broke down, he desired me to consider his application for the formal inquiry originally ordered by Lord Lytton's Government.

place yourself as it were in the position of the reigning Nizam, and ask yourself on what principles and in what manner His Highness, if of age, would be likely to dispose of these taluks, and having to the best of your ability answered the question, guide yourself accordingly, assuming of course that His Highness would act equitably and fairly, but not without regard to State policy.

15. These are the principles on which it occurs to me a decision should be come to, and I submit them to your Excellency's consideration merely because the Government of India desire that the decision shall be come to in communication with the Resident, and because, as I am about to take three months' leave of absence, it is desirable that I should communicate my views before I go. It is however on your Excellency that the power and responsibility of making the decision ultimately rest, and I claim for my views no final authority, but merely the reasonable consideration that I am sure you will gladly accord to them.

16. Before closing this letter, there is one other point to which I have to ask your Excellency's attention. Under the orders of the Government of India contained in Mr. Thornton's letter dated 12th September 1877, any decision which you may come to, so far as it is based on the Nawab Amir-i-Kabir's proposal of 1877, would apparently be binding on the Nawab alone not on his sons. It was therein ordered that before such settlement could be held binding on the Nawab's heirs, the Resident was carefully to ascertain and report the exact grounds of the Nawab's assertion that the late Amir-i-Kabir was legally incapable of disposing of the Pagah grants by Will. You are aware of the circumstances which caused Sir R. Meade to abstain at the time from holding such an enquiry; and if a settlement to which both parties agree could be brought about, I should still deprecate the institution of an inquiry which could at the best have only temporary results, as it is agreed on all sides that the reigning Nizam can at any time, of his own authority, resume or re-distribute these grants.

17. But the Amir-i-Kabir on learning the rejection of his offer by his nephew, has written to me a letter, copy* of which is enclosed, asking now that the inquiry should be held. Such an enquiry, it is true, would have no effect so far as getting rid of the agreement which he proposed in 1877, but it might prevent the agreement being binding on his sons, and in their interests he demands it. I your Excellency can come to a decision which shall be acquiesced in by all parties, no inquiry would be necessary; if your decision be objected to by the Nawab on behalf of his sons, it would be necessary to submit his application to the Government of India, in order to ascertain the wishes of the Viceroy in Council upon the question. Your decision would any way be valid and binding during the Nawab's lifetime; but the Government of India might still think an inquiry necessary in the interests of his sons unless indeed

* I should explain that, subsequent to the receipt of this letter, the Nawab agreed at an interview I had with him to my proposal (mentioned in para. 3) for a compromise, but he stated distinctly that, if this proposal broke down, he desired me to consider his application for the formal inquiry originally ordered by Lord Lytton's Government.

His Highness the Nizam should by that time, have undertaken the government, in which case there could be no longer any object in holding the inquiry. Your decision should, therefore, I venture to suggest, be given in terms, making it binding only during the lifetime of the Amir-i-Kabir or till His Highness the Nizam is installed. I would observe here, in reference to the Nawab's demand for a public investigation, that the inquiry contemplated by Lord Lytton's Government is merely an informal inquiry by the Resident; while the Nawab apparently contemplates nothing less than a judicial inquiry by a special tribunal, and looking to the enormous difficulties attending such an inquiry from the impossibility of finding or constituting in the Hyderabad State a fit and proper tribunal in the existing state of affairs, and looking also to the expense and scandal which would be involved in such an inquiry, I should not be willing to recommend such a public investigation except as a last resource, in the event of the Nawab Amir-i-Kabir dying while the reigning Nizam is still a minor.

18. I shall be obliged if your Excellency will communicate the contents of his letter to the Nawab, your colleague, and the Nawab Bashir-ud-Dowlah.

Believe me to be,

Yours very sincerely,

(Signed) S. C. BAYLEY.

The principal parts of the above letter, attention to which is called, are: Firstly the statement in the 2nd paragraph that a compromise had been suggested, but that the negotiations had proved futile on account of the Nawab Basheer-ud-Dowlah rejecting the terms proposed. Secondly, the statement in the 9th paragraph that the Government of India considered the original arrangement of 1877, notwithstanding the Minister's Decision as to the Talooks of Husnabad and Narrayen Khera to be still binding on the Nawab Rashee-ud-Deen Khan. Thirdly the assertion in the 16th paragraph that, under the orders of the Government of India, contained in Mr. Thornton's letter, dated 12th September 1877 any decision that the Minister might come to so far as it was based on the Nawab (Rashee-ud-Deen Khan) Amir-i-Kabir's proposal of 1877 would apparently be binding on the Nawab alone and not on his sons. Fourthly, the opinion and advice expressed in the 17th paragraph that the Minister's decision would be valid and binding during the lifetime of Nawab Rushee-ud-Deen Khan: but that the Government of India might still think an inquiry necessary in the interests of his sons, and that before the decision should be given in terms, making it binding only during the lifetime of the Nawab Rashee-ud-Deen Khan, or until the H. H. the Nizam was installed. And fifthly the statement by the Resident in the 17th paragraph that he would not be willing to recommend a public investigation

except as a last resource in the event of the Nawab Rashee-ood-Deen Khan dying, whilst the reigning Nizam was still a minor.

The Nawab Rashee-ud-Deen Khan died on the 11th December 1881, and his two sons Nawab Khoorshed Jah and Ekbal-ood-Dowlah in their letters to the Resident, dated respectively the 20th and 31st December 1881, and the 3rd January 1882 (here in after referred to) asserted their claims to the properties in dispute. The former Nawab Khoorshed Jah also claimed to be entitled as elder son of Nawab Rashee-ud-Deen Khan to have conferred upon him the titles of honour that had been held by the latter. The Nawab Basheer-ood-Dowlah also put in a claim to these titles.

The Minister, by a memorandum, dated the 25th January 1882, published his decision on the matters in dispute. The Nawab Khoorshed Jah was thereby declared entitled to bear the titles of honour borne by his deceased father Rashee-ud-Deen Khan. The property conferred upon Nawab Basheer-ud-Dowlah by Nawab Raffee-ud-Deen Khan by alleged sanads together with all the property likewise conferred upon the late Nawab Mohtashim-ud-Dowlah were held of right to belong to Nawab Basheer-ud-Dowlah ; but, as certain Talooks of the late Mohtashim-ud-Dowlah had been already made over to the late Nawab Rashee-ud-Deen Khan by the amicable arrangement of 1877 mentioned before and by Sir Salar Jung's decision in Sept. 1879 concerning Husnabad and Narayen Khera mentioned before, it was decided in the present matter that one-third of that property should be given to the Nawab Basheer-ud-Dowlah and two-thirds to Nawabs Khoorshed Jah and Ekbal-ud-Dowlah. This decision will be again referred to hereafter.

The so called decision was in fact no decision at all but merely an arrangement as to the property almost exactly according to the terms of the proposed compromise mentioned in the 2nd para. of the letter of the Resident to the Minister of the 15th September 1881, and consequently appeals against it were carried up by all the parties concerned to the Government of India. The Government, however, refused to modify the decision, though it will be noticed that in so far as it follows the previously-suggested arrangement, it is entirely contrary to the advice of the Resident, the death of Nawab Rashee-ud-Deen Khan having completely altered the circumstances of the case. The titles of honour have recently been conferred on Nawab Khoorshed Jah, his close relationship to the last holder rendering him indisputably the rightful party to bear them.

The family dispute as to who were entitled to the talooks, late in the possession of Nawab Rashee-ud-Deen Khan, and as to who were entitled to Mohtashim-ud-Dowlah's share therein, was thus finally settled by the Minister, and a short summary of his decision will be found on page 51 of this case, and marked A. A., a copy of the decision itself being at page 65 of this case.

From the facts before stated, it will be seen that Rashee-ud-Deen Khan, the late Amir-i-Kabir, died on the 11th December 1878.

We shall have to go back in time to a little before that date, in order to explain the further portion of the case, which may be divided into four portions namely :

I. Khoorshed Jah's claims under the Ekranamah or agreement made between himself and his brother.

II. Khoorshed Jah's claims under the Ministers decision.

III. Khoorshed Jah's claims under the Minister's decision and the Ekrarnamah.

IV. Khoorshed Jah's other claims from his brother.

I. Khoorshed Jah's claims under the Ekrarnamah.

The late Amir-i-Kabir became ill in November 1881 and, aware that there was ill-feeling between his elder son Khoorshed Jah and his younger son Ekbal-ud-Dowlah, he wished before his death to have things amicably settled between them. It has been the practice in the house of Shums-ul-Oomrah that the eldest son should have a preference right to a share of two annas in the rupee out of the family property before any division on a succession is made. Knowing this, the late Amir-i-Kabir informed Khoorshed Jah that he was willing to allow the latter a prior claim over the whole of his property of a one anna share. This Khoorshed Jah refused as it was less than custom had recognised. The late Amir-i-Kabir then on the 29th November made a Will, copi es of which under seal he sent to H. H. the Nizam, H. E. the Minis er and the Resident. By his Will he impliedly professed a right to dispose of property that did not belong to him, as for instance of the talooks of Pertabpore, &c., which belonged to Khoorshed Jah. Khoorshed Jah therefore on the November made a formal protest against the Will to H. H. the Nizam, the Minister, and the Resident, and refused to acknowledge it in any way. Shortly before the late Amir-i-Kabir's death, Ekbal-ud-Dowlah wrote to Khoorshed Jah letter a copy of which will be found at page 42 of this case and dated the 29th day of November 1881. In this letter, it will be noticed, Ekbal-ud-Dowlah offers Khoorshed Jah a one anna share out of the whole of the property of their father prior to division of the rest of the property between the two. This was refused by Khoorshed Jah naturally. Negotiations were still pending between the brothers when the father died, on the 11th December as stated before.

The late Amir-i-Kabir at the time of his death was in possession of the following.—

I. Property which he had inherited from his father Fakoor-ood-Deen Khan or which he had himself acquired during his life.

II. Property which he held in trust or on behalf of his son Khoorshed Jah. This portion chiefly consisted of the talooks of Pertabpore and Lohara and the Jaghir villages of Hulsoor, &c., given by Fakoor-ud-Deen Khan to Khoorshed Jah and certain lands exchanged for Saya attached thereto.

III. Property belonging to Ekbal-ud-Dowlah, being the 2 lacs of property handed over by the amicable arrangement of 1877 before referred to.

After the death of their father, the late Amir-i-Kabir, Nawabs Khoorshed Jah and Ekbal-ud-Dowlah, by arrangement, had a meeting and entered into an Ekrarnamah or agreement in writing as to how the property lately in the possession of their father was to be divided. A copy of a translation of this Ekrarnamah will be found on page 64 of this case; but, as the document is of much importance, it is introduced here also.

The document is as follows :—

Translation of an Agreement executed between the Nawabs Khorshed Jah aud Ekbal-ud-Dowlah.

Subsequent to the settlement deed drawn up by our father, we two brothers have mutually agreed as follows :—

1. That the Talooks of Pertabpore and Lohara remain in the name of Khoorshed Jah.
2. And the Talooks of Kulgeer, Kundalwari, Yelgerap, Valandi, Kullair and Mungulghee in the name of Ekbal-ud-Dowlah.
3. The remaining Pagah Talooks and Jaghirs belonging to our father be divided as follows.—
4. Taking the whole as represented by 16 annas.
5. From the above total Khoorshed Jah takes one anna three pie.
6. The balance, fourteen annas and nine pie, be divided in two shares equally between us.

(Signed.) KOORSHED JAH.
" EKBAL-UD-DOWLAH.

4th Suffer 1299 *H.*

On the 20th December 1881, the brothers wrote a joint letter to Sir Stuart Bayley, the Resident, informing him of the agreement that they had come to ; a copy of this letter will be found at page 44 of this case ; and on the 22nd December Sir Stuart Bayley replied that he was exceedingly glad to hear that the estates had been settled to their mutual satisfaction. On the 31st December the two Nawabs sent a further letter to the Resident, putting in representative claims in respect of their father's claim to the property of the late Rashee-ud-Deen-Khan ; a copy of this letter will be found at page 45 of this case.

Nothing was done as to division of the late Amir-i-Kabir's estate upon the terms of the Ekrarnamah for the 40 days of mourning after his death, and 5 days after that period, before anything could be done, the Minister Sir Salar Jung, on the 25th January 1882, issued his decision upon the Memorials and case submitted to him by the Government of India ; a copy of this decision as stated before will be found at page 65 of this case ; and a statement of the share of the property given to each claimant will be found in Statement AA. at page 51 of this case

II. Khoorshed Jah's claims under the Minister's decision.

The decision of the Minister caused a complete stay of proceedings as regards the division by Khoorshed Jah and Ekbal-ud-Dowlah of their father's property under the Ekrarnamah. This is explained in the following manner.

When the decision came out Khoorshed Jah found that by it he was adjudged entitled to property of the yearly value of Rs. 1,85,330 odd ; but as he happened to hold in his possession of the properties in dispute only the talook of Husnabad (valued at Rs. 1,32,000) he claimed from some one of the other two claimants, Bashir-ud-Dowlah or Ekbal-ud-Dowlah who each held part of the disputed property the balance found due to him of Rs. 53,330. As will be seen from a reference to the copy of the Minister's decision at page 65 of this case, the Nawab Bashir-ud-Dowlah was to receive property of the yearly value of Rs. 8,33,000 ; that Nawab actually held property of the yearly value of Rs. 6,91,000, and the Hyderabad Government held the taluk of Koloor, valued at Rs. 30,000, which they made over to Nawab Bashir-ud-Dowlah in part satisfaction of his claim. The latter had therefore to receive a balanc e of Rs 1,12,000 from one or both of the brothers ; now the Minister in making out his accounts of the decision had specified the particular taluks, which formed the properties in dispute, and from which all claimants were to be satisfied. These taluks (except such as were held by the Nawab Bashir-ud-Dowlah and the Hyderabad Government as referred to above) are specified in Statement AA at page 51 of this case which shows that all, except the taluk of Husnabad, which was held by Nawab Khoorshed Jah were in the possession of Nawab Ekbal-ud-Dowlah, and on reference to, and comparison with the Ekrarnamah at page of this case, it will be found that these very talooks were taken over by Ekbal-ud-Dowlah with all their responsibilities.

Here we must digress for a little ; shortly after the Minister's decision had been promulgated, Ekbal-ud-Dowlah made ready to leave Hyderabad to visit England, and he called upon the Nizam's Government, to invest him with the title of Vicar-ul-Oomrah, borne by his deceased father. This was opposed by Khoorshed Jah who urged that no titles should be conferred upon his brother, so long as the Ekrarnamah remained uncarried out and the property of their father was undistrubuted, and in fact until all matters were properly settled. Ekbal-ud-Dowlah then promised to carry out the terms of the Ekrarnamah strictly and to settle up everything as soon as he returned from England, if the titles were given him and on that promise being given Khoorshed Jah withdrew his objections. The title of "Vikar-ul-Oomrah" was then therefore conferred upon Ekbal-ud-Dowlah, and by that title we will refer to that Nawab hereafter in this case. The Nawab Vikar-ul-Oomrah set out to England early in March ; but before he did so both he and Khoorshed Jah sent up appeals to the Viceroy of India in Council against the Minister's decision in the matter of the talooks. There will be no need to refer further to these appeals, as they were both ultimately rejected by the Government of India, and Sir Salar Jung's decision was affirmed about April 1882. Khoorshed Jah obtained his titles of Shams-ul-Oomrah Amir-i-Kabir on the 1st May 1882. After Vikar-ul-Oomrah left for England, the Minister called upon Nawab Khoorshed Jah to hand over a portion of the talook of Hus-

nabad (see above) to Nawab Basheer-ud-Dowlah. This Khoorshed Jah at first refused to do, as he alleged that instead of giving up any portion of properties in dispute, he was really entitled to receive from some one property of the yearly value of Rs. 53,330. Much correspondence and discussion took place between the Minister and Nawab Khoorshed Jah as to the manner in which the decision was to be carried out, but no letter seems of importance, until the letter from Khoorshed Jah to Sir Salar Jung of the 11th May 1882, a copy of which is appended below.

TRANSLATION

Of a Persian Letter from the Nawab Khoorshed Jah Bahadoor, to His Excellency the Minister Sir Salar Jung, dated 22nd Jamadi-ul-sanee, 1299 Higree, (11th May 1882.)

The list enclosed herewith shows the villages of the late Mahomed Vazeer-ud-Deen Khan, &c., that are divisible in shares. The total amount of talooks of the deceased, &c., amounts to Rs. 8,34,343-12-9, of which Bashir-ud-Dowlah holds Rs. 3,43,409-7-0 and Nawab Vicar-ul-Oomrah holds Rs. 1,91,093-15-6. The talooks decided by the decree of His Excellency the Minister (Moolk Fysala) amount to Rs. 1,66,885-15-3, *viz.*, Narain Khera, which is in the possession of Nawab-Vicar-ul-Oomra, and Husnabad yielding a revenue of Rs. 1,32,954, which is in my possession.

According to your decision of the 4th Rabee-ul-awal 1299 Higree, from the whole Paga property of the share of Mahomed Vazeer-ud-Deen Khan and of the "Moosalaha" (or compromise) talooks as also of Husnabad and Narain Khera, one-third share thereof has been decided to be given to me from the whole ; but only Hasnabad yielding a revenue of Rs. 1,32,954-7-6 is now in my possession.

After seeing the list and the spirit of the decision made, I hope it may be executed accordingly.

(Signed) KOORSHED JAH.

To this Sir Salar Jung on the 14th May replied as follows:—

TRANSLATION

Of a Persian letter from His Excellency the Minister Sir Salar Jung, to Nawab Khoorshed Jah Bahadoor, dated 25th Jamadi-ul-Akhir. 1299 Higree, (14th May 1882).

Your letter of the 22nd instant, in which a detailed list of the late Nawab Vazeer-ud-Deen Khan's Talooks and villages has been inserted, has been received. I have to state that in my opinion, if one of these two courses be adopted, it would be advisable, *viz.*, that the whole of

Hasnabad, the revenue of which, according to your statement, is Rs. 1,32,000 and odd, be handed over to Nawab Bashir-ud-Dowlah Bahadoor, and Koloor, which is under attachment by Government, and the revenue of which is Rs 30,100 and odd, be taken into your possession ; and, if this course be followed, a Talook, the revenue of which amounts to ten thousand Rupees, must be delivered to Nawab Bashir-ud-Dowlah Bahadoor ; and after the return of Nawab Vicar-ul-Oomrah Bahadoor, arrangements can be made, or by delivering Hasnabad to the officials of Nawab Vicar-ul-Oomrah Bahadoor, taking from them out of the villages that were granted to him by Nawab Bashir-ud-Dowlah and the late Nawab Vazeer-ud-Deen Khan, assignments to the extent of Rs. 1,12,000 for Nawab Bashir-ud-Dowlah, and the settlement between yourself and Nawab Vicar-ul-Oomrah could be made most satisfactory after his return.

The granting of the titles was conditional on the share of the Talooks being given by you. In such case it is advisable that without delay either of the two courses be adopted, and I am certain of the approval of Nawab Bashir-ud-Dowlah. If this arrangement is approved by you, I am certain that Rajah Narraindra Bahadoor will make any interchange in the villages, if necessary, with the greatest care.

(Signed). SALAR JUNG.

In consequence of the receipt of the above from Sir Salar Jung, Khoorshed Jah wrote to the Peshcar (who was then acting for Sir Salar Jung, during his temporary absence) as follows on the 22nd May.

TRANSLATION

Of a Persian letter from Nawab Khoorshed Jah Bahadoor, to Rajah Narraindra Bahadoor, Peshcar, dated 4th Rajjab, 1299 Hijree, (22nd May 1882.)

A letter from His Excellency the Minister, dated 25th Jamadi-ul-Akhir, relating to the delivery of Talooks of Rs. 1,12,000, with His Excellency's opinion on the subject, has been received by me. I beg to state that, although the opinion of His Excellency is good, it does not affect my case, because, according to the decision, a third of the share from the late Nawab Vazeer-ud-Deen Khan's Paga Talooks and the compromised Talooks, and Husnabad and Narrain Khera, is decreed to me. But that third share has not been fully received by me, as my letter of the 22nd Jamadi-ul-Akhir with the statement of account must have apprised His Excellency the Minister; so kindly recover from whoever may hold a larger share of the Talooks, and complete my share by a proper adjustment of accounts.

(Signed). KHOORSHED JAH.

Nothing further appears to have been done by any one for some days, and shortly after Khoorshed Jah went on tour to Delhi and other places, and when at Jeypore, he received the following telegram from Sir Salar Jung, dated the 9th June.

Copy of a Telegram.

To JEYPORE, To Nawab SHUMSOOL OOMRAH KHOORSHED JAH BAHADOOR, *En route to Delhi.*	FROM HYDRABAD, FROM SALAR JUNG.

Thanks for telegram from Jeypore. My decision does not decide your share and your brother's, which must be determined by your father's Will, and the amicable arrangement come to between you two on his death. The talooks received by your father from your cousins by amicable settlement together with Husnabad and Narain Khera are in your and your brother's possession ; you must, therefore, know your respective shares better than I can tell you. Bashir-ud-Dowlah is decreed by decision eight lacs thirty-three thousand. The estates in his possession, including his brother's estates under Government custody, are six lacs ninety-one thousand, and adding Koloor seven lacs twenty-one thousand, he ought, therefore, to receive one lac twelve thousand more from the property in your and your brother's possession. You forget that he not only has to get one-third of his late brother's Paga talooks, but also all his own share of Husnabad Narain Khera and the property made over to your father by amicable arrangement in 1877. Your best course therefore is to give up Husnabad, If Vicar-ul-Oomrah is not willing to exchange, Husnabad will be made over to Bashir-nd-Dowlah and Koloor to you on your undertaking to make good ten thousand Rupees to Bashir-ud-Dowlah on Vicar-ul-Oomrah's return, and pay ten thousand Rupees cash to Bashir-ud-Doulah yearly, in the mean time, to complete his share. If you are not willing to arrange affairs in this manner, I would advise you to return immediately to Hyderabad and settle matters in person. But I hope you will prefer the former alternative, and thus be enable to finish your zearat and also fulfil your promise to me about the carrying out of the decision. Particulars by Post.

HYDERABAD,
9th June 1882.

(Signed.) SYED HOSSAIN,
Private Secretary to His Excellency
Sir Salar Jung, G.C.S.I.

And the following letter bearing the same date was also received by Khoorshed Jah in due course.

TRANSLATION of a Persian letter from His Excellency the Minister Sir Salar Jung, to Nawab Koorshed Jah Bahadoor dated the 22nd Rajjab 1299 *Hijree* (*9th June* 1882.)

Two letters of yours, one addressed to Raja Narraindra Bahadoor of the 4th Rajjab and other addressed to me, dated the 12th Instant, and the telegram from Jeypore have been received. From the contents of both the letters and the telegram, it appears that you consider a third share from the late Nawab Vazeer-ud-Deen Khan's Paga has to be received by you, and, therefore, would wish to be informed what that share consists of.

2. Although in the decision it has been explained, still I again make you acquainted with the fact that the decision made by me establishes neither your share nor Nawab Vicar-ul-Umra's share. The settlement of both these shares rests on the Will of your late father, and the papers connected with it, besides you and your brother amicably arranged matters between yourselves, and notified it in writing to the Resident. As the division of the entire assignment by compromise and by the judgment of Husnabad and Narain Khera, which was received by your late father from the late Mothasham-ud-Dowlah and Bashir-ud-Dowlah Bahadoors is included in this division, and these assignments are in your and your brother's possession. These assignments being in your possession and the revenues being well known to you, making enquiries again as to what is your share in the transaction causes very great surprise. My decision only establishes the share of Nawab Bashir-ud-Dowlah, the total amount of which is Rs. 8,33,000. in which the Paga assignments belonging to him and the assignments of the late Nawab Vazeer-ud-Deen Khan, which is under the surpervision of the Government. These together amount to Rs. 6,91,000 and the talook of Koloor, which is attached by Govenment, the revenue of which is Rs. 30,000, the total sum amounts to Rs. 7,21,000, thus rendition of assignments, which are in your and your brother's pososssion, amounting to Rs. 1,12,000, must be made to complete it.

3. Perhaps, you consider that Nawab Bashir-ud-Dowlah has only to receive a third share of the late Nawab Vazeer-ud-Deen Khan's assignments and these assignments of the late Nawab Vazeer-ud-deen Khan which is under Government supervision are more than the third share of what he is to receive. But you do not take into consideration that your late father received by compromise and by the judgment of Husnabad and Narain Khera from Nawab Bashir-ud-Dowlah ; the whole of that is to be returned under this decision from the assignments of the late Nawab Vazeer-ud-Deen Khan which was under the supervision of Government to the same Nawab. The remainder of the estates held by yourself and your brother must be made over. I have enclosed papers explanatory by which you will fully understand it.

4. Under any circumstances, the making over the Guzasht of Husnabad by you is necessary. You must give that to Nawab Bashir-ud-Dowla Bahadoor, or to Nawab Vicar-ul-Umrah Bahadoo. Should Nawab Vicar-ul-Umrah Bahadoor agree to it, in such case, the proportionate share according to assignments in your possession, and according to the Will of your father, which will possibly be a little less than two-thirds, which must necessarily be given up, assignments to that extent proportionately be assigned to Nawab Vicar-ul-Umrah Bahadoor arranging with him to receive in lieu of the same and proportionately his share completing it by delivering it to Nawab Bashir-ud-Dowlah. There is no doubt whatever in such case you will have to give up the talook of Husnabad to Nawab Vicar-ul-Umrah Bahadoor, and if the said Bahadoor does not agree to give his proportional share and the matter requires an official enquiry, under those circumstamces the Talook of Hasnabad must be delivered up without hesitation to Nawab Bashir-ud-Dowlah Bahadoor.

5. By perusal of the above paragraphs it would be observed that under any circumstances the Guzasht of Husnabad must be forthcoming. You have promised to execute the decision in twenty days; then you were aware that Nawab Vicar-ul-Umrah was not here present, and besides Husnabad there are no assignments in your possession from the compromised talooks, &c., thus on what foundation was the promise made except delivering up Husnabad ? Such promise from such a high personage like yourself cannot be without some foundation. On the receipt of this if the Guzasht of Husnabad is forwarded to me, I will telegraph to Nawab Vicar-ul-Umrah Bahadoor that I have received the Guzasht of Husnabad, and enquire if he is agreeable to take it in his possession, and assign other talooks from his possession to the amount of Rs. 1,32,000 instead, so that assignments for Rs. 1,12,000 will be granted to Nawab Bushir-ud-Dowlah Bahadoor, and the remainder assigned to you. Should Nawab Vicar-ul-Umrah Bahadoor disagree, then Husnabad will be delivered over to Nawab Bashir-ud-Dowlah Bahadoor, and the talook of Koloor, which is under attachment, if you will promise that immediately on the return of Nawab Vicar-ul-Umrah Bahadoor other assignments amounting to Rs. 10,000 will be made, then the said talook will be given in your possession, and until the final settlement, you must pay yearly Rupees ten thousand in cash to Nawab Bashir-ud-Dowlah so that it will complete his share of the decision.

6. Even if it is accepted that Nawab Vicar-ul-Umrah Bahadoor will assign his share proportionately, then you will only have to pay from forty to fifty thousand rupees for a year only. Moreover, if you are not satisfied with the facts and delivery order for Husnabad is delayed, I must state that your immediate return is very necessary, in order that the execution of the decision be not further delayed. I hope that after the perusal of the contents of this letter you will forward the Guzasht of Husnabad without hesitation by which the advantages and felicity to be gained by the pilgrimage may not be frustrated and the settlement of decision be not delayed.

(Signed). SALAR JUNG.

From the above, it will be seen that the Minister decided that Bashir-ud-Dowlah's balance so to speak, of Rs. 1,12,000 was to be made up by both brothers proportionally, according to the amount of property they were given under their deceased father's will. This was only a mode devised by the Minister of settling the properties to be given up by each brother, and bears no further importance on this case, as the Will was practically set aside by the brothers. And it will be seen that although the Minister was well aware of the manner in which the Ekrarnamah had divided the estate of the late Amir-i-Kabir between the brothers and that the Will was thereby set aside, he virtually put that arrangement on one side altogether, and treated the matter just as if the agreement had never been made. This is all the more astonishing, as in his letters he referred to the Ekrarnamah as arranging all matters amicably between the brothers. He was very careful to point out that his decision only established the share of Nawab Bashir-ud-Dowlah, as he foresaw that difficulties must arise between the two brothers on account of the distribution of the property, and he was anxious not to help them in the slightest in their affairs. In short, it was to Sir Salar Jung's advantage that the strong house of Shams-ul-Oomrah should be divided against itself, and therefore he did every thing in his power to effect this end. The proportions in which the late Amir-i-Kabir divided his property between his two sons and upon which the Minister bases his proportions of property to be handed over by them to Bashir-ud-Dowlah will be found in Statement F. F. at page 56 of this case.

In the meanwhile and while Khoorshed Jah was being pressed to hand over property in his possession to Bashir-ud-Dowlah a telegram dated the 3rd June 1882, arrives from Vikar-ul-Oomrah in England to Mr. Eduljee of Secunderabad, who acted as agent for Ekbal-ud-Dowlah at Hyderabad to the following effect.—

Post Office Telegraphs.

Thro : Cook and Son.

From	To
VICAR-OOL-OOMRAH	EDULJEE.
1 Cadogan Square	
	3rd June 1882.

Tell Ameer and Committee written Ministers. Stay all action Nephew case till return.

And later still a letter was written to Sir Salar Jung by Vikar-ul-Oomrah, dated the 16th June, of which the following is a copy.—

London,
1, *Cadogan Square,*
16*th June*, 1882.

SIR SALAR JUNG.

My dear Nawab Saheb,

I beg to acknowledge the receipt of your two letters, dated respectively the 29th of April and the 14th May, giving covers the former to a copy of a communication being the purport of a telegram from the Foreign Office on the subject of my appeal and the latter a copy of a despatch from the Foreign Office confirmatory of the telegram.

The appeal as you are aware was forwarded to the Government in accordance with the instructions given in the last para of your decision. But as apparently the Government of India have declined even to consider the grounds on which that appeal was made, and as there are facts and points not embraced and which that decision does not deal with, but which deeply concerns the interests of my family, I am compelled to state that I must continue to decline to accept the decision as final, but consider it my duty to press for other discussion, I am accordingly under the necessity of requesting you to stay all action until my return to Hyderabad.

Believe me,
Yours sincerely,
(Sigd.) VICAR-UL-OOMRAH.

Khoorshed Jah was now being pressed very hard both by the Resident, then Mr. Jones, and the Minister to give up a portion of Husnabad to Bashir-ud-Dowlah ; but it will be unnecessary to refer to any further correspondence, until a letter from Mr. Jones to Khoorshed Jah of the 15th October 1882, a copy is set out below.

Bolarum, 15*th October* 1882.

From

W. B. JONES, Esq.,
Resident at the Court of
Hyderabad.

To

Nawab SHUMS-UL-UMRA AMIR-I-KABIR.
KHOORSHED JAH BAHADOOR.

MY DEAR NAWAB,

Heaving received from His Excellency the Nawab Mookhtar-ul-Mulk a copy of your letter to him, dated 12th current, I am much con-

cerned to find that, although the term of 15 days has expired, you have made no arrangement for complying with the order of His Highness' Government; you do not even say that you have settled with your brother the proportion in which you will both be responsible in the matter of the decision, and this although I begged you very earnestly (as I did him also) to settle this point very quickly, and whatever happened not to let this decision become a subject of contention between you and the Nawab Vicar-ul-Umra Bahadoor.

2. I further gather from the letter, that you put forward, letters written to me, as a reason for not complying with the order of His Highness' Government. After what I wrote and said before, after the communication which I made to Mr. Palmer on the 27th ultimo, and after Major Trevor's communication with you the other day at Bolarum, I cannot admit that you were entitled to do this, but lest you should be under any misapprehension as to the view which I take of the objection which you have put forward, I would state for your information as follows:—

3. The essence of the decision is to be found in the sentence which begins "The Paga talooks with the exception, &c." This is the essential and operative part of it, and by this sentence the Nawab Bashir-ud-Dowlah was declared entitled to receive "in specie" the whole of the lands that were bequeathed to him by his uncle and also one-third of the lands left to his brother.

4. But it was known to His Highness' Government that to carry out the decision to the letter would be very troublesome and inconvenient. It therefore in the decision contemplated the possibility that talooks other than those specifically left to him and his brother, might be assigned to the Nawab Bashir-ud-Dowlah. It therefore proceeded to estimate the money value of the property which would go to the Nawab, placing it at Rs. 8,33,000. This money estimate may also be regarded as the figured expression of the essential part of the decision. Civil Judges after awarding immoveable property often calculate in money the effect of their award.

5. You will see from the preceding paragraphs that when you wrote your long letter of the 26th September, you misunderstood the scope of the argument which I suggested to Mr. Palmer. I did not say that theNawab Bashir-ud-Dowlah was to get exactly the specific lands assigned to him and one-third of those assigned to his brother. His Highness' Government has never gone so far as this, nor have I. What I said was that this was the essence and spirit of the decision to be departed from, only when and so far as departure might be necessarily convenient, i. e., *in making good to the Nawab lands not in his possession.* It could not be either necessary or convenient to depart from the plain intention of the decision in the case of talooks already in the Nawab's possession.

6. You have evidently fallen into the mistake of regarding the 8,33,000 as an integral sum, whereas it is merely the sum of the estimated value of talooks, some of which were, and some of which were not in the

Nawab's hand. Had the 8,33,000 been an integral sum, then, if you could have shown that the value of the talooks in the Nawab's possession was *greater* than the estimate, you would have been entitled to urge that the decree had been satisfied up to the value of such talooks, and that you had only to make good the difference between such value and 8,33,000; but as this amount (8,33,000) was not an integral sum, but merely the supposed aggregate of what had been awarded to the Nawab, you are not entitled to take this position.

7. When making his award, His Excellency the Minister had two courses open to him.

First.—He might have made an estimate of the value of the whole of the Paga lands, and dividing them into two parts have said, that lands equal to a certain proportion of the total should belong to the Nawab Bashir-ud-Dowlah, and the other part to you and your brother.

Second.—He might have said that certain lands should (irrespective of the total value of the Paga) go to the Nawab. Had he taken the first course, your contention would have been a good one, but he did nothing of the kind. He adopted the second course, and the effect and purport of his award was—

(*a*) to *confirm* to the Nawab eleven out of the Talooks left to him by his uncle, and already in his possession and supposed to be worth Rs. 2,43,619.

(*b*) to declare him entitled to receive the remaining talooks left to him by his uncle, *viz* :—

	Rs.
Mungalghee	23,032
Kotgier	52,794
Husnabad	1,32,954
	2,08,780

or if it were inconvenient, to restore them *in specie* their equivalent.—

(*c*) to declare him entitled to receive further one-third of the talooks left by his uncle to his brother and held as follows :—

By the Nawab himself eleven talooks, value ...	Rs 3,02,684
By the Nawab Ekbal-ud-Dowlah Kundalwari	51,051
Narrain Khera	1,66,885
Rs.	2,17,936

8. Now with respect to (**A**) you are, as I have explained, quite out of Court.

With respect to (**B**) if you are dissatisfied with the valuation, you have only to hand over the Talooks *in specie*. The Nawab will be delighted to get them. With respect to (**C**) I have to remark that undervaluation, supposing for argument's sake that it exists, can be

urged by you as important, only because *by not giving up the Talooks, referred to at* (**B**) *you make it necessary that these Talooks should remain with the Nawab.* If you and your brother had handed over (**B**), the Nawab would have been glad to surrender all the (**C**) Talooks in his possession to His Highness' Government to be with those held by Nawab Vicar-ul-Oomrah, divided. If such division were made, it would not matter whether the Talooks had been undervalued or not.

9. Having now explained to you what the real nature of the decision was, and having shown that under it you have no possible ground of objection with regard to the (**A**) Talooks, that if you have any with regard to the (**B**) Talooks you have only to give them up, and that your objection with regard to the (**C**) Talooks is rendered possible only by your own action in retaining (**B**).

I go on, though it is not necessary that I should do so, for my argument is complete, to state why I regard your objection about undervaluation as undeserving of serious attention. I do this with but slight hope that I shall convince you, for you do not appear to me to take a calm and impartial view of the matter. My object rather is to show you that I at all events am convinced that your objections are groundless, and that I have not failed, before intimating to His Highness' Government, that my full support will be given in this matter to weigh and consider all that you have put forward.

10. I remark then—

First.—That in alleging undervaluation that you appear to have regard to the revenues of the present year; whereas the figures employed in the decision are those of 1285. There is nothing unfair in this; it affects all alike, and it would have been impossible for His Highness' Government to have ascertained the values of to-day without immense trouble and delay.

Second.—That it is almost impossible that you should have any reliable information regarding Talooks which are not in your possession.

You are depending on information which, I imagine, has been obtained surreptitiously by your subordinates; I am not inclined to attach weight to this.

Third.—If you were allowed to show that some of the Talooks in the possession of the Nawab are undervalued, it would be necessary to allow him to show that others are overvalued (as may well be the case), and also that the Talooks (**B**) of paragraph 7 and those of the (**C**) Talooks which are in your brother's possession are overvalued.

Fourth.—I cannot fail to be impressed by the reasons given by His Excellency the Minister (in his letter of the 4th February 1882,) for accepting the figures.

Fifth.—Lastly, I observe that the charge of undervaluation applies only to the (**C**) Talooks; and that, as the Nawab will only benefit to the extent of one-third of such undervaluation, it is almost impossible that it should be of much importance.

The fact is that it would be difficult to test the figures of the present year, and almost impossible to test those of 1285 ; and that an enquiry, if made, would be quite as likely to injure you as the Nawab, but I must repeat that all this part of my letter is written simply from a desire to satisfy you ; so far as argument goes it might be omitted altogether.

11. I have to add that I can attach no importance to the pleas that you were not consulted about the decision, and did not understand the accounts. The decision was a very simple one that the Nawab should get his own land and one-third of his brother's. The accounts were a quite subsidiary matter, and your not having at first understood them would no more affect the case, than a failure on the part of a Judgment-debtor to understand a Civil decree would affect that.

12. I have now said my last word in the matter, and conclude this letter by inviting your attention again to my letter of the 30th of August, and by stating that much as I shall regret to countenance any proceedings that will be derogatory to your high position in the State, I shall not fail to lend my entire support to His Highness' Government in enforcing the immediate fulfilment of the decision. I am not the Judge in this matter, and perhaps ought not to have written as I have, but have been anxious to show you that I shall not be supporting a course of action, of which I privately disapprove, but aiding in carrying out what I regard as the clear purport and intent of a decision which His Highness' Government and the Government of India have both affirmed.

Believe me,
Yours very sincerely,
(Signed) W. B. JONES.

To this letter Khoorshed Jah replied stating his objections, but handing over under protest a delivery order for Rs. 30,698-0-0 from the talook of Lohara, a property which was his own by right, come to him as stated before in this case from his grandfather Fakeer-ud-Deen Khan. This was refused by the Resident in his letter dated the 2nd November, a copy of which is set out below.

THE RESIDENCY,
HYDERABAD, 2nd November 1882.

From
W. B. JONES, Esq.,
Resident at the Court of
Hyderabad.

To
Nawab SHUMS-UL-UMRAH AMIR-I-KABIR,
KHOORSHED JAH BAHADOOR.

MY DEAR NAWAB,

I beg to acknowledge the receipt of your letter of the 30th ultimo. together with a delivery order for lands, valued at Rs. 30,698, situated in the Lohara Talook.

2. In my former letter I remarked that I had said my last word in this matter, and you must therefore pardon me if I do not reply to what you urge in your letter.

You can, of course, appeal again to His Excellency the Viceroy if so advised, but I scarcely think that you would be consulting your own interests or dignity if you were to do so; and I may inform you that the matter being now practically ended, I propose myself to submit a report on the proceedings taken subsequent to the decision for the information of the Government of India, and that in doing so, I shall forward the letters which I have received from you.

3. I have now to inform you that, as you and your brother have failed notwithstanding my earnest exhortations in this behalf to settle the proportions in which you would propose to make up the sum of 1,12,000, it has become necessary for His Highness' Government to determine this proportion, or at all events to make a summary, and as far as may be, equitable determination for the purposes of the decision.

4. The execution of the decision has now been delayed for a very long time, and His Highness' Government cannot be expected to permit another as long delay while you and your brother are settling points of difference. All it can do is to demand from each that proportion which *prima facie* he ought to contribute. Acting on this principle, His Excellency the Minister has informed the Nawab Vicar-ul-Oomrah, and will now inform you, that you will each have to contribute in the proportion in which you inherited Paga and Jaghir lands at your father's death. You will thus have to contribute lands valued at Rs. 64,968. This arrangement will, His Excellency remarks, have this merit about it that it will not disturb the relative position of you and your brother.

5. I cannot accept the mode ofc alculation which you have adopted. When your father died, he had many Talooks to dispose of. In respect of some of these the Nawab Bashir-ud-Dowlah had claims; in respect of some he had not; and the fact that your father in the distribution he made gave your brother more of the former and fewer of the latter, and to you more of the latter and fewer of the former does not, on an equitable view of the case, justify your proposal that each should contribute according to the amount of the former which fell to him. The effect of your proposal *is to upset your father's Will*; whereas the course which His Excellency the Minister proposes to adopt (and he is an Executor under the Will, maintains the Will intact; and on this ground I have assented to it.

6. You will now, I trust, see the necessity of sending immediately to His Highness' Government a delivery order for lands to the value above mentioned. His Excellency the Minister has allowed you and the Nawab Ekbal-ud-Dowlah a very long time in the hope that you might settle matters among yourselves. This hope having been disappointed, all excuse for further delay has disappeared.

I am,

Yours very sincerely,

W. B. JONES.

To this letter Khoorshed Jah replied on the 6th November sending under protest a further delivery order of Rs. 30,270, also out of the Lohara talook. Then the Resident wrote to Khoorshed Jah on the 7th November 1882, informing Khoorshed Jah that the delivery orders on Lohara were worthless, as that tolook was not of the specified talooks mentioned by the Minister in his acccounts, and Khoorshed Jah was therefore obliged to hand over a delivery order for Rs. 64,968, on Husnabad talook, the only talook of those in dispute that he held, and this delivery order was accepted.

Nawab Vikar-ul-Oomrah had in the meantime, in September, arrived in India on his returning from England, and he also in due course, in accordance with the request of the Minister and the Resident, handed over for Bashir-ud-Dowlah to the Minister a delivery order for lands amounting to Rs. 48,000 from the lands in dispute held by him. The properties handed over, by to Bushir-ud-Dowlah in this transaction were the talook of Munghulghi and Bhanderwara, the 7 sayer villages of Husnabad and Narrayenkhera.

So, at this stage, the Nawab Bashir-ud-Dowlah received in full his share of the talooks in dispute, in accordance with the Minister's decision, and a reference to statement B.B. at page 52 of this case will show how the property now was divided.

It may be here remarked that the Bhandarwara villages handed over by Vikar-ool-Oomrah are Saya appurtenances of the talooks of Husnabad and Narrayenkhera. The talooks of Husnabad and Narrayenkhera and Bhandarwara were on the death of the late Amir-i-Kabir held by his Private Secretary and Talookdar, Mr. Shapoorjee, and the talook of Husnabad, with the proportionate part of Bhandarwara were delivered over to Khoorshed Jah, and the remainder of Bhandarwara and the talook of Narayen Khera to Vikar-ul-Oomrah after the late Amir-i-Kabir's death. Subsequently. Mr. Shapoorjee was put in repossession by Khoorshed Jah of the portion of Bhandarwara that related to Husnabad, being property of the value of about Rs. 3,926 to hold for him. When Vikar-ul-Oomrah was delivering over to Bashir-ud-Dowlah the property assigned him by the Minister, he asked Mr. Shapoorjee to make him over the portion of Bhandarwara he held for Khoorshed Jah to complete the right amount to be delivered over without breaking into other talooks, and Vicar-ul-Oomrah promised to make over subsequently other villages to Khoorshed Jah in exchange. Mr. Shapoorjee did this, and the villages which really belonged to Khoorshed Jah were handed over by Vicar-ul-Oomrah to Bashir-ud-Dowlah. No villages have been made over in exchange by Vicar-ul-Oomrah ; but in the Statement of account B B at page 52 Khoorshed Jah is stated to hold Rs. 68,954 odd, which really includes the above sum of Rs. 3,926 as if he was still in possession. This matter will if necessary be explained by Mr. Shapoorjee ; but it is not anticipated that Vicar-ul-Oomrah will at all deny the facts above stated, or that there are due from him to

Khoorshed Jah apart from the present matters villages of the yearly value mentioned above.

From statement B B at page 52 of this case, it will be seen that by virtue of the Minister's decision Khoorshed Jah is now entitled to receive Rs. 1,16,376 from Vicar-ul-Oomrah. This of course is the argument of Khoorshed Jah.

The Minister in his letter has as before stated been very careful to state that he only decides what Bashir-ud-Dowlah is to receive, and he has nothing to do with the decision of the remainder of the property between the two brothers, who might come to what settlement they might please in the matter. Attention is here drawn to the translation of the decision which appears on page 65 of this case. All the Minister decides is that 2-3rds of the property referred to by him are to go to Khoorshed Jah and Vikar-ul-Oomrah. Impliedly they are to hold this property jointly ; but whether in that manner or in different divided shares is not directly stated, and in his accounts the Minister does not convey any explanation on this point. See Statement GG at page 58 of this case. If they are joint tenants, then each will be entitled to an undivided share of Rs. 1,85,330 odd. Now, Khoorshed Jah as before stated now only holds Rs. 68,000 odd of the disputed talooks. An undivided half share of this he is prepared to make over to his brother, if he will make over in return an undivided share of Rs. 1,16,000 odd in the other properties referred to by the Minister which his brother holds. If they are each entitled to a divided share of Rs. 1,85,333 odd, then comes the question, how is Khoorshed Jah to be paid the amount of the share which is due to him.

It has been stated before, that the Minister had specified certain talooks from which the whole of the claimants on the disputed property were to be paid off. These are set out in Statement AA at page 51 of this case. It will be noticed that, with the exception of Husnabad, the whole of these talooks are in the possession of Nawab Vikar-ul-Oomrah.

This being so, the talooks from which Khoorshed Jah is to be paid his claims of Rs. 1,85,330 odd are obviously Husnabad and the other specified talooks in his brother's possession, the account being made out as in Statement BB at page 52 of this case, from which it will be seen that Khoorshed Jah will have to receive Rs. 1,16,376 from his brother Vicar-ul-Oomrah.

This is the direct result of the Minister's decision. Now, let us see how it is effected by the Ekrarnamah.

III. Khoorshed Jah's claims under the Minister's decision and the Ekrarnamah.

As mentioned before, the Ekrarnamah states that certain specified property is to go to both brothers, and the remainder of the Jaghirs, &c., of their father is to be divided between the brothers in certain proportions.

Now, it has been shown, that the properties which the Minister has by his decision held liable to contribute to pay the shares of the claimants are, with the exception of Husnabad and Narrayen Khera, taken over by Vikar-ul-Oomrah by the Ekrarnamah with all their responsibilities.

Neither Husnabad nor Narrayen Khera it will be noticed are specified at all.

On the the face of the agreement there is no guarantee for quiet enjoyment of the specified talooks on one side or on the other, and *prima facie* Khoorshed Jah will be entitled to obtain his Rs. 1,85,330 out of the specified talooks taken over by Vikar-ool-Oomrah, and out of Husnabad and Narrayen Khera. It may here be remarked that as Husnabad and Narrayen Khera are not specifically named in the Ekrarnamah, they come under the 3rd clause, and are divided in the relation of 9¼-annas to 6¾.

The Statement of account will be therefore as follows:—

Khoorshed Jah's 9¼ annas of Husnabad is.....	Rs. 77,245
Do. of Narrayen Khera.....	„ 96,479
Total	Rs. 1,73,724

and accordingly, Vicar-ul-Oomrah's share in the same talooks will be Rs. 1,26,115. This must be handed over to Khoorshed Jah in respect of his claim of Rs. 1,85,330 on the disputed properties, and the balance of Rs. 59,215 will have to be paid by Vicar-ul-Oomrah out of the other specified properties which are in his possession. If, however, there is an implied guarantee under the agreement from Khoorshed Jah to Vicar-ul-Oomrah for quiet possession of the latter's specified properties, then the balance claimed above of Rs. 59,215, will have to be given up. Khoorshed Jah has a further equitable claim in respect of compensation from Vicar-ul-Oomrah in the following respect. The Minister directed that to make up the total Rs. 1,12,000 due to Bashir-ud-Dowlah, the brothers should pay up in certain proportions regulated by reference to their father's Will. Now it is clear that this was an unjust manner of settling the properties, which should have been made out on the estimate of the amount of disputed talooks in each brother's possession. Of these Khoorshed Jah held Rs. 1,32,955 and Vicar-ul-Oomrah the balance, viz., Rs. 4,11,986, and therefore according to calculatien Vicar-ul-Oomrah should have handed over Rs. 84,670, and Khoorshed Jah only his proportionate share of Rs. 27,330. As a matter of fact however Khoorshed Jah was called upon and obliged to pay (which he did under protest) Rs. 64,000, and therefore he is entitled to be credited in his accounts with his brother with Rs. 36,670 paid in excess.

It is therefore clear from the above that under the Minister's decision and the Ekrarnamah, Khoorshed Jah is entitled to recover from Vikar-ul-Oomrah.

His share of Motashim-ud-Dowlah's estate	Rs. 1,85,330 or, as stated above,		Rs. 1,26,115.
Plus the equitable compensation above alluded to...	36,670		36,670.
	Rs. 2,22,000	or	Rs. 1,62,785

According to Statements FF and CC at pages 56 and 53 of this case, Khoorshed Jah also obtained Rs. 3,24,821 under clause 1 of the Ekrarnamah and Rs. 3,02,267 under clauses 3 and 5 and therefore his total share of property under the Ekrarnamah and the Minister's decision should be as follows :—

(1)	Share of Motashim-ud-Dowlahs estate	Rs. 1,85,330 or, as stated above,		Rs. 1,26,115
(2)	Excess paid away for Bushir-ud-Dowlah at demand of Minister.	36,670.		36,670
(3)	Lohara and Purtabpore by Clause 1 of Ekrarnamah.	3,24,821.		3,24,821
(4)	Share in remainder of father's property according to clause of Ekrarnamah	3,02,267.		3,02,267.
	Total	Rs. 8,49,088	or	Rs. 7,90,083

While Vikar-ul-Oomrah's share, taking the same calculations will be either Rs. 3,53,667 or Rs. 4,12,882.

Vikar-ool-Oomrah will probably object to items (1) and (2). The objection (2) is sufficiently obvious to render explanation unnecessary ; but a few words as to (1) would be advisable.

The objection may be put in this way : that he has already paid to Bushir-ud-Dowlah at the demand of the Minister Rs. 48,000 out of disputed talooks, and therefore that that sum ought to be deducted from Husnabad and Narrayen Khera in preferance to being deducted from talooks, which by the Ekrarnamah have been conceded specially to him. Notice that this objection can only be raised, subject to the preliminary point being allowed, that the specification of the talooks in the Ekrarnamah was an implied guarantee. Presuming then that this is so, Vikar-ul-Oomrah will contend that only Rs. 78,115 of property should be handed over by him to Khoorshed Jah in respect of his share of Motashim-ud-Dowlah's estate. On the face of it this appears to be good contention ; but if this be allowed, then item (2) should certainly pass to Khoorshed Jah's credit without impeachment, as it has been paid under protest in respect of property which, by the arrangement beween the brothers, Khoorshed Jah has conceded to his brother, and therefore should be borne by Vikar-ul-Oomrah.

Having brought matters to this position, it will merely be necessary to state now what Khoorshed Jah is actually to receive from his

brother in respect of the Minister's decision and the Ekrarnamah.

Khoorshed Jah holds (see Statement D.D. at page 54 .)

Part of Husnabad...	Rs.	68,953
Lohara and Purtabpore	,,	3,24,821
Part of remainder of father's property	,,	2,64,746
Total	Rs.	6,38,521

Therefore, he is entitled to receive (in reference to the calculation on page 32 above) either Rs. 2,10,567 or Rs. 1,51,562. If item (2) is disallowed then he should receive Rs. 1,73,897 or Rs. 1,14,892. And if item (1) is reduced to Rs. 78,115 as stated above, he should receive Rs. 1,03,352 ; or, if by any means item (2) should also be disallowed Rs. 66,682 should be made over to him by Vikar-ul-Oomrah on this matter.

IV. Khoorshed Jah's other claims.

There are some minor claims of Khoorshed Jah which may be dismissed with a few further observations. They are.—

1. Claim for mesne profits.
2. Distribution and settlement of the house property in the City of Hyderabad.
3. Claim in respect of mother's Jaghirs of Dowlatpure.
4. Claim for Bunderwara in respect of his share of Husnabad and Narrayen Khera.

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1. *Claim for mesne profits.*

These are claimed in respect of all property awarded to Khoorshed Jah, except the Sayer villajes of Bhanderwara since the date of the Ekrarnamah. Nothing further need be said on this point.

2. *Distribution and Settlement of house property in Hyderabad.*

The late Amir-i-Kabir by his Will divided certain house property in the city beetween his two sons by reference to a map which remained in the possession of Vikar-ool-Oomrah. The portions settled upon Khoorshed Jah is colored ; that settled upon Vikar-ool-Oomrah ;and that settled upon both jointly is colored .

The joint property was settled on the condition that either could buy the other brother out if he paid him half value. Khoorshed Jah rather doubts the genuineness of this settlement by his late father, as the property which his father purports to give to him is in portion his own property which he paid for himself. The plan was in Vikar-ool-Oomrah's possession for some time after his father's d eath, and the late Nawab's seals are only on the edge, and do not define the property in any way. The Will also states, with reference to this division of property, that it was intended that the brothers were to retain such portions of their father's property as they were in possession of at the time of their father's death. The "Surdmahal" which is coloured as belonging to Vikar-ul-Oomrah was never in his possession. Consequently the Will and the

plan do not tally, and Koorshed Jah claims a joint estate in that house, and on his father's death, he took possession of it.

3. *Claim in respect of Mother's Jaghir of Dowlatpore.*

By Mahomedan law a widower cannot, it is urged, dispose of the private property of his deceased wife when she has left children who are living. The late Amir-i-Kabir gave this property away wrongfully to the wife of Vikar-ul-Oomrah. Khoorshed Jah, as a son, claims a share in this property. At the time the Ekrarnamah was made, Khoorshed Jah considered that this property passed with the remainder of his fathers Jaghirs under clause 3, and it was not for some time afterwards that Vikar-ul-Oomrah put forward his claim to the whole on behalf of his wife. See the letters on this subject on pages 46 and 47 of this case.

4. *Claim in respect of part of Bhunderwara in respect of his share of Husnabad and Narrayen Khera.*

This claim is due to the transaction mentioned here before on page 29. Mr. Shapoorjee handed over to Vikar-ul-Oomrah certain villages, which he held in trust for Khoorshed Jah, to suit the convenience of Vikar-ul-Oomrah in paying off his proportion of the share of Bashir-ud-Dowlah under the Minister's decision. Vikar-ul-Oomrah promised Mr. Shapocrjee to hand over other villages in exchange; but he has not done this fit. Khoorshed Jah has already given credit for the villages as they prov e part of the Rs. 68,000 which he states to be now in his possession. It is not anticipated that any objection will be made to this claim.

Annexed to this case (pages 60 to 94) are the proceedings that took place before Mr. Trevor, who was originally appointed arbitrator on the differences between Khoorshed Jah and his brother. The proceedings were really abortive, as before anything could be done Mr. Trevor retired from India. The Government of India have appointed Mr. Ridsdale, Chief Commissioner of the Berars, to go into these matters and settle all the disputes between the Nawabs.

Translation of a Sanad with the Seal of Fatha Jung, Commander in-Chief and faithful friend of His Highness the Nizam Ali Khan Bahadoor, Nizamud Dowlah Nizam-ool-Moolk Ausif Jah Fithvee of Paudshai Ghauzee Sooliman Ikhtihar Shah-i-Alum Bahadoor.

Dated 29th Suffer 1198 *Hijri.*

It is hereby written to the Daismookhs, Daispandees, Mukaddums and other Rayets of the Purgunah of Ousa Circar of Nandair Sooba of Mahomed Abad Bedar.

That the villages of Lohara, &c., realizing a revenue of Rs. 2,35050-5-0 which were in possession of Mahomed Fukroodeen Khan have been now conferred to Shumshool-Moolk Bahadoor from the beginning of the year 1193 Fuslee to meet the expenses of Paigah.

It is therefore directed that all should yield an implicit obedience to the Naib appointed by the said Bahadoor, and pay at the proper time the revenue due, and act in accordance with the Sanad which will be sent as usual hereafter.

Translation of a Sanad with the Seal of Fathe Jung, Commander-in-Chief and faithful friend of Meer Nizam-Ali-Khan Bahadoor, Nizam-ud-Dowlah, Nizam-ul-Moolk, Ausif Jah. Fithvee of Padsha Goza Soliman, Ikthidar Shah Alum Bahadoor.

Dated 29*th Suffer*, 1198 *Hijri.*

It is written to Daishmooks Daispandees, Mokuddums, Putales, subjects and cultivators of the Purganah of Purtuapore Circar, of Kalian in the Soobah of Mohomed Ahbad Bedar.

The whole sum of one lach eighteen thousand three hundred and sixty-two Rupees and fifteen and three-quarter anna income of the said Purganah more or less being income of the villages of Jandun Moongly which were in the possession of Mahomed Fukroodeen Khan are now given to Fidwi Bonazeer Shumshool Moolk Bahadoor to meet the expense of the Pagah from the beginning of the year 1193 Fusli.

It is therefore directed that all should yield an implicit obedience to the Naib appointed by the said Bahadoor, and pay at the proper time the revenue due, and act in accordance with the Sanad, which will be sent as usual hereafter.

Translation of a Sanad with the Seal of Abdool Khire Khan Bahadoor Taigh Jung Shumshood Dowlah Shumshool Moolkh Shumshool Oomrah, the faithful servant of His Highness the late Nizam-ool-Moolk Asif Jah.

Dated 22nd Rabeeoolawal, 1263 *Hijri.*

It is hereby written to all the Daismooks, Daispandees, Kanoongoes Sir Despandies, Mookhuddums, Putwarees and other Rayets of the Purganah of Bhalkee Circar and Soobah of Mahomed Abad Beder.

That the total sum of Rs. 5,090-0-6, an income of the village of Hulsore, which was one of my own Jaghirs has, from the commencement of the year 1256 Fulsee, been conferred as Jaghir in the name of Mahomed Moheyeddin Khan Bahadoor, alias Shibbee Saheb, Son of Mohomed Rasheeood-Deen Khan Bahadoor, Iktidar-ud-Dowlah Iktidar-ool-Moolk Bahadoor, exempting him from payment of Chouth &c., so that the same may continue in the name of the said Bahadoor and his male descendants without regard to their number, &c.

It is therefore directed that all should yield an implicit obedience to the Naib appointed by the said Bahadoor, and pay at the proper time the revenue that may become due.

Sanad with the Seal of Abdool Khair Khan Bahadoor Taigh Jung Sumshood Dowlah Shumshool-Moolk Shumshool Oomra, Fithvee of His Highness the Nizamool-Moolk Ausif Jah.

Dated 5th Jumadioosani, 1274 Hirji.

It is hereby written to all the Daishmookhs, Daispandees, Kanoongoes, Sir Despandies, Mukadums, Putwarees and other Rayets of the Taluq of Lohara Parganah of Ousa in the Circar of Nandair Sooba of Mohamed Abad Beder.

That the said Talook realizing a revenue of Rs. 1,72,802-13-0 including the sum of Rs. 76,783-4-3 on account of Mowl Sanir, Callalee Mhotareefa &c., after deducting the usual expenses of Seebundee Sauder Sukdaree, Roosoomdaran and Yonmiyadaran, &c., as particularized below, which was given to me as Jagheer by "Goofran Maub" His Highness the Nizam Ali Khan, has now been conferred in the name of Mohamed Moheyeddin Khan Taigh Jung Khoorsheedool Dowlah Bahadoor from the begining of the year 1267 Fusli, according to 27th "Zilhej" 1273 Hijri to meet the expenses of Troops, Sowars, Risalah and other expenses of the Paigah, &c. attached to the said Bahadoor so that the same may continue in the names of the said Bahadoor and his male descendants.

It is therefore directed that all should yield an implicit obedience to the Naibs appointed by the Saib Bahadoor and pay at the proper time the revenue that may become due.

121 Villages ... ... Rs. 1,72,882-13-0

Translation of a Sanad with the seal of Abdool Khire Khan Bahadoor, Taigh Jung Shumshud Dowla Shumshul Moolk Shumshul Oomrah Fithvee Nizam-ul-Moolk Asif Jah.

Dated 5th Jamadaossanee. 1274 *Hijri.*

It is written in the names of Daishmooks, Deshpandies, Sir Deshpandies, Kanoongoes, Mocuddums, Patels, subjects and cultivators of the Pargunah of Purtabpore in the Circar of Kalian Sooba of Mohamed Abad Beder Mohala Circar Paigah.

The whole income of the said Purgunah of Rs. 91,596 annas 7¾ including the sum of Rs. 79,409 annas 11¼ income of Mowl, Sayer, Abkarree, Mohthurfa, Surtharukthee Baug and Baugath of Khawn, Chouth, &c., after deduction of expense of Subundee Sader Shakdaree Roossoomdaran Yaumeadars and Village Sawder, &c., given by Goofran Maub has been granted from the beginning of 1226 Fusli according to 27th Zilhej 1273 Hijri in the name of Bhurkhurdar Sawdutmund Akhbalnishan Mohomed Moheaddeen Khan, Taig Jung Khoorsheed-ud-Dowlah Bahadoor, Thool Oomrah, and his male descendants for the monthly pay of his own Jamayath and Sowars of Rissalla and the expenditure of the Paigah.

It is therefore directed that all should yield an implicit obedience to the Naib appointed by the said Khoorshed-ud-Dowlah and pay at the proper time the revenue due, and act in accordance with the Sanad which will be sent as usual hereafter

Translation of a Sanad with the Seal of Aboo-ul Khire Khan, Taigh Jung Shumsood Dowlah Shumsool Moolk Shumshool Oomrah, the faithful servant of His Highness, the late Nizam-ool-Moolk Asif Jah.

Dated 29th Rabeeoossanee, 1278 Hirji.

It is hereby written to all the present and future Naibs, Daismookhs, Daispandees, Kanoongoes, Sir Despandais, Mukkadums, Putwarees, and other Rayets of the Parganah of Balkee Circar and Soobah of Mohamed Abad Beder.

That the village of Jychore realizing a revenue of rupees 926-2-3, which was my own Jaghir, has from the commencement of the year 1271 Fusli, been conferred as Jaghir in the name of Mohamed Fyzoodeen Khan Bahadoor, son of Mohamed Mohedeydin Khan Bahadoor, Taigh Jung Khoorshedool Moolk, Khoorsheed-ool Oomrah exempting him from Chouth, &c., so that it may continue in the names of the said Mohomed Fizoodeen Khan Bahadoor and his descendants male and female without regard to their number, &c.

It is therefore directed that all should yield an implicit obedience to the Naib appointed by the said Bahadoor, and pay at the proper time the revenue that may became due.

Translation of a Sanad with the Seal of Nawab Aboo-ul Khire Khan Bahadoor, Taigh Jung Shumshood Dowlah Shumshool Oomrah faithful servant of H. H. the Nizamool-Moolk Ausif Jah.

Dated 29th, Shaban 1279.

It is hereby written to all the Daismookhs, Daispandees, Kanoongoos, Sir Despandias, Mokuddums, Putwarees and other Rayets, &c., of the Purganah of Bhalkee Circar and Soobah of Mahomed Abad Beder, that the total sum of Rupees 6,528-8-0 being an income of the village of Khat Borul, &c., as specified below, which were in my own possession, has from the commencement of 1272 Fuslee been conferred on the name of Mahomed Moheyeddin Khan Bahadoor alias Shibbee Sahib Taigh Jung Khoorsheed-ud Dowlah, Khoorsheed-ool-Moolk Khoorsheed-ool-Oomra Khoorshed Jah, son of Mohomed Rusheedooddeen Khan Bahadoor, Bahadoor Jung Iktidar-ud-Dowlah, Iktidar-ul-Moolk Bahadur by exempting him from payment of Chouth, so that the same may continue in the name of the said Khoorsheed Jah Bahadoor and his sons and descendants without regard to their number, &c.

It is therefore directed that all should henceforth yield an implicit obedience to the Naib appointed by the said Khoorshed Jah Bahadur, and pay at the proper time the revenue that may become due.

Village of Khat Borul realizing a revenue of Rs. 2,552-12-0
Village of Dargee realizing a revenue of Rs. 3,975-12-0

Total Revenue Rs. 6,528-8-0

I sent you a verbal message through Ambadass regarding an amicable settlement. In reply he informed me and that which I understand is that you desire that the talooks given to you by our grand-father and those received by me after the death of our uncle should respectively remain in our possession as received by us, and from the talooks of our father, 9 annas be your and 7 annas my share and the jagheers, &ca., be equally divided.

I would have agreed to this proposal, but considering that the talooks of Lohara and Purtabpur yield two lacs of rupees more than the talooks in my name, I beg and solicit and trust it will meet you approval, and propose that from the entire income of the talooks you receive one anna more, i. e., that considering the whole 16 annas, one anna be first deducted for you, and the remaining 15 annas be equally divided between us, and the personal moveable and immoveable property we divide equally. And about the *kothee house*, we determine to carry out the proposal made through Shapoorjee.

7th Mohurrum 1299.

From Ekbal-ud-Dowla To Khoorshed Jah.

From To

NAWAB KHORSHED JAH, EKBAL-UD-DOWLAH.

After compliments.

Be it known that in your urzee (petition) dated the 7th Mohurrum 1299, regarding the distribution of the Taza Taluq, Jaghirs, &c., you mention that you have written in accordance with the verbal message conveyed by Shapurjee. I state in reply that what you have written is not in accordance to what was said to Shapurjee. Moreover, as you express your sense to my position of seniority, you may rest assured that nothing will go wrong between us.

Hyderabad, 20th December 1881.

MY DEAR SIR STUART BAYLEY,

We avail ourselves of the first opportunity, which our bereavement offers to inform you of the arrangement of our affairs.

The Paga and family estates have been divided between us to our mutual satisfaction ; the titles of Shums-ul-Oomrah and Amir-i-Kabir which by right of inheritance belong to Khoorshad Jah, we mutually agree shall be held by him.

The Co-Regency of the Hyderabad State, which was held by our late father as head of the house of Shums-ul-Oomrah in pursuance of the policy of the British Government, as laid down in their despatch of the 22nd March 1869, we both solicit that if it meets with the approval of H. E. the Governor General, will be pleased to confer on Khoorshed Jah, who is now the head of the house of Shums-ul-Umrah Amir-i- Kabir of the Hyderabad State.

We have been enjoined by the Will of our late father to lay claim to the entire Shums-ul-Oomrah's Family and Paga estates now in the possession of Basheer-ud-Dowlah and those lately in the possession of Mohtashim-ud Dowlah deceased, about which we will hereafter address you.

Yours very sincerely,

(Sigd.) KHOORSHED JAH,

" EKBAL-UD-DOWLAH.

SIR STUART C. BAYLEY. K.C.S.I.

MY DEAR SIR STUART BAYLEY,

In continuation of our letter of the 20th instant, in which we informed you that we had been enjoined by the Will of our late father to recover the entire Shums-ul-Oomrah's Family and Paga estates now in the possession of Basher-ud-Dowlah and those lately in the possession of Mohtashim-ud-Dowlah deceased, and about which we would hereafter address you, we now beg to state

2. That with a view of meeting the wishes of the British Government, who, we are informed, are desirous that the discord which has been connected with this property, since the death of Umdut-ul-Moolk, should cease, we are prepared to allow Basheer-ud-Dowlah, to enjoy for life the property he now holds, as well as one-third of that left by the late Mohtoshim-ud-Dowlah, exclusive of the "Jehannumah" on his entering into an undertaking that, as he is permitted to do so by our free will and favour, it shall revert to us and to our successors.

3. You are aware that the right voluntarily given by our late father to Basheer-ud-Dowlah to enjoy certain of the revenues of our family, ceased with our late father's death.

4. By granting to Basheer-ud-Dowlah the above concession, we deprive ourselves of the annual income of about six and a half lacs of Rupees, and personalty amounting to an enormous sum only with a view of meeting the wishes of the British Government that this dissention should cease, and that Nawab Khoorshed Jah may be able to devote himself to the service of H. H. the Nizam by assisting in the administration of this State with an undisturbed mind.

5. If Basheer-ud-Dowlah refuses our sacrifice on the above conditions, we trust that the Government of India will no longer hesitate to take steps to enforce our rights and those of our children by acting in accordance with the evidence in their possession of these rights.

6. In conclusion, we beg that the Government will no longer delay in ratifying our arrangement relating to the Titles of the Family which was made in our letter of the 20th instant.

"KHOORSHED JAH."
"EKBAL-OOD-DOWLAH."

31-12-81.

From Khoorshed Jah To Ekbal-ud-Dowlah.

Yesterday Ambadass brought for my inspection the deed of gift of Dowlatpore to Dhoolum Shahzadee Begum; never before this was I informed of the same. I therefore request you will send for my inspection all papers, &c., connected with any gift of landed property, Jaghirs, houses, &c., signed and sealed by our late father that you may be possessed with, that after learning the nature I may communicate my acquiescence or otherwise. The production of one paper at a time will cause discussion, and this should be prevented.

12th Suffer 1,299.

(Sigd.) KHOORSHED JAH.

FROM,

EKBAL-UD-DOWLAH

To KHOORSHED JAH.

Our late father's papers which you have received from him explained all grants, deeds of gifts, &c., between us. The deed of gifts of Dowlatpore was not with me, neither did I deem it necessary to send it for your inspection. It was at Shapoorjee's asking that he wished to show it to you that the deed of grant was sent for your inspection; besides you never called for them before this.

4th January 1883. (Sd.) EKBAL-UD-DOWLAH.

Translation of a Sanad with the Seal of Abdool Khire Khan Bahadoor, Taigh Jung Shums-ood-Dowlah, Shums-ool-Moolk Shums-ool-Oomra by the faithful servant of the late Nizam-ool-Moolk Asif Jah.

Dated 24th Rabecoosanee, 1278 *Hijri.*

It is hereby written to the present and future Naibs, Daismooks Daispandees, Kanoongoes, Sir Despandias, Mookuddums, Putwarees, and other cultivators of the Purganah of Bhalkee in the Circar and Sooba of Mohomed Abad Beder:

That the village of Chemgal Chanda of the said Purganah realizing an amount of Rs. 2325-15-9 which was in my own possession has been given to Zeenatoon Nisaka Kamun "Mahal Khoord" or the 2nd wife of Mohamed Moheyeddeen Khan Bahadoor, Taigh Jung Koorshed-ool-Moolk Koorsheed-ool-Oomra from the commencement of 1271 Fusli exempting her from payment of Chouth, &c., so that the above mentioned Jaghir may continue in the names of the said Zeenatoonnissa Kamun and her descendants, male and female, without regard to their number, &c.

It is therefore directed that all should from henceforth yield an implicit obedience to the Naib or Deputy appointed by the said Bahadoor, the husband of Zeenatoonnissa Kamun, and pay at the proper time the revenue that may become due.

Translation of a Sanad with the Seal of Abdool Khire Khan Bahadoor Taigh Jung Shumsood Dowlah Shumsool Moolk Shumsool Oomra, the faithful servant of his His Highness the late Nizam-ool-Moolk Ausif Jah.

Dated 24th Rabeeoossanee, 1278 *Hirij.*

It is hereby wrriten to the present and future Naibs, Daismookhs, Daispandees, Kanoongoes, Sir Despandias, Mokuddums, Putwarees and other Rayets of the Parganah of Bhalkee Circar and Soobah of Mahomed Abad Beder.

That the village of Lunjwara, &c., as specified below realizing revenue of rupees 1,082-10-6, which are my own Jaghirs, have from the commencement of the year 1271 Fusli, been conferred as Jaghirs in the name of Doordana Begum Sahebzadeen, or daughter of Mohomed Moheyedin Khan Bahadoor Taigh Jung Khoorshed-ool-Moolk Khoor sheed-ool Oomrah exempting her from payment of Chouth &c., so that it may continue in the name of the said Begum, and her descendants.

It is therefore directed that all should yield an implict obedience to the Naib appointed by the said Begum and pay at the proper time the revenue that may become due.

Village of Lanjwara, realizing a revenue of Rupees	959-9-6
Village of Churkhal, realizing a revenue of ,,	123-1-0
Total Revenue, Rupees	1,082-10-6

Translation of a Sanad with the Seal of Abdool Khire Khan Bahadoor, Taigh Jung Shumsood Dowlah Bahadoor Taigh Jung Shumshool-Dowlah Shumsool Moolk Shumsool Oomrah the faithful servant of H. H. the late Nizam-ool-Moolk Asif Jah.

Dated 24th Rabeeosanee, 1278 *Hijri.*

It is hereby written to all the present and future Naibs, Daismooks, Daispandees, Kanoongoes, Sir Despandias, Makuddums, Putwarees and other Rayets of the Purganah of Bhalkee Circar and Soobah of Mohamed Abad Beder.

That the village of Sangown of the said Purganah realizing a revenue of Rs. 4,165-8-3 being my own Jaghir, I have from the commencement of 1271 Fusli conferred it as Jaghir in the name of Doolhum Shahzadee, Begum Mahal or wife of Mahomed Moheyeddin Khan Bahadoor, Khoorshed-ool-Oomrah exempting her from payment of Chouth, &c., so that it may continue in the names of the said Begum and her descendants male and female without reference to their number or the number of their shares.

It is therefore directed that all should yield an implicit obedience to the Naib appointed by the said Koorsheed-ool Oomrah Bahadoor the husband of the said Begum and pay at the proper time the revenue that may become due.

A. A.

Statement showing the Property disposed of by the Minister's Decision.

The Minister's Decision disposes of the property of the late Mohtashim-ud-Dowlah's estate in the joint possession of the Nawab Khoorshed Jah and Ekbal-ud-Dowlah as follows :—

Shares.

The Nawab Bushir-ud-Dowlah to take ...	Rs.	1,12,000	0	0
The Nawab Khoorshed Jah ,, ,, ...	,,	1,85,330	9	7
The Nawab Vicar-ul-Oomrah ,, ,, ...	,,	2,45,330	9	7
Total	Rs.	5,42,661	8	2

The above Shares have to be realized from the following Talooks, as per signed paper of Minister :—

Bhalkee ...	Rs.	54,006	0	0	Held by Ekbal-ud-Dowlah.
Yelgarup ...	,,	27,998	7	6	,, ,, ,,
Valandee ...	,,	30,118	8	0	,, ,, ,,
Mungulghee...	,,	19,541	2	0	,, ,, ,,
Kotgheer ...	,,	52,794	3	3	,, ,, ,,
Kondulwaree	,,	51,051	1	9	,, ,, ,,
Madurghur ...	,,	9,590	9	0	,, ,, ,,
Narrain Khera	,,	1,66,885	15	3	,, ,, ,,
Husnabad ...	,,	1,32,954	7	0	Held by Khoorshed Jah.
Total	Rs.	5,44,940	5	9	

B. B.

Statement showing how the Property of the late Nawab Mohtashim-ud-Dowlah is held since the Minister's Decision.

The late Mohtashim-ud-Dowlah's estate is at present divided as follows :—

Total Estate as per Statement A. A. *ante.*	Rs.	5,44,940	5	9

The Nawab Bashir-ud-Dowlah now holds his Share	Rs.	1,12,000	0	0
The Nawab Khoorshed Jah now holds ...	,,	68,954	7	0
The Nawab Ekbal-ud-Dowlah now holds ...	,,	3,63,985	14	9
Total	Rs.	5,44,940	5	9

According to shares, Khoorshed Jah is *still due*	Rs.	1,16,376	2	7
With what he holds	,,	68,954	7	0
Making his Share, under the Ministers division Total	Rs.	1,85,330	9	7

Ekbal-ud-Dowlah has in his possession...	Rs.	3,63,985	14	9
But he is only entitled to his share viz. ...	,,	2,45,330	9	7
Thus deducting the one from the other he holds in *excess* ... ... Total	Rs.	1,18,654	5	2

Thus, the *excess* of what Ekbal-ud-Dowlah *holds* makes up the *deficit due to* Khoorshed Jah, and shows a balance of about Rs. 2,000, which the Minister alludes to in his own accounts.

C. C.

Statement showing how the Property is disposed of by the Ekrarnamah.

The Ekrarnamah disposes of the property of the late Amir-i-Kabir as follows:—

Goonjotee	Rs.	1,51,443	10	0	(C) 5,60,728 11 3	
Alund	,,	1,28,872	6	3		
Ferozabad	,,	1,05,650	5	9		
Huthnoora	,,	96,941	10	0		
Chutgiddah	,,	44,783	7	6		
Nursapoor	,,	7,662	8	0		
Ajmurry Gunganarein.	,,	8,000	0	0		
Anoor, &c.	,,	17,374	11	9		
Husnabad	,,	1,38,335	4	9	(B) 3,09,797 1 9	
Narrainkhera ...	,,	1,71,462	0	0		
Total Rs. (A)		8,70,526	0	0		

The Total (A) is the amount of all the Talooks.

The Total (B) is the revenue of Husnabad and Narrainkhera, which were taken back and re-alloted by the Minister's Decision.

The Total (C) is the amount that has to be divided according to the terms of the Ekrarnamah, as at foot:—

Khoorshed Jah's primary Share of 1¼ anna ...	Rs.	43,806	15	0
Khoorshed Jah's Half share of remainder ...	,,	2,58,460	14	1½
Total of Khoorshed Jah's Share	Rs.	3,02,267	13	1½
Ekbal-ud-Dowlah's half Share		2,58,460	14	1½
Total Rs....		5,60,728	11	3

D. D.

Statement showing how the Property disposed of by the Ekrarnamah is now held.

The total property to be divided					Rs.	5,60,728	11	3
The Nawab Khoorshed Jah holds :—								
Goonjotee ...	Rs.	1,51,433	10	0				
Ferozabad ...	,,	1,05,650	5	9				
Nursapoor ...	,,	7,662	8	0				
					Rs.	2,64,746	7	9
Still due Nawab Khoorshed Jah (*vide* Statement C. C. *ante*)...					,,	37,521	5	4½
				Total	Rs.	3,02,267	13	1½
The Nawab Ekbal-ud-Dowlah holds :—								
Alund...	Rs.	1,28,872	6	3				
Huthnoora	,,	96,941	10	0				
Chutgiddah	,,	44,783	7	6				
Ajmurry Gunganarein.	,,	8,000	0	0				
Anoor	,,	17,374	11	9				
					Rs.	2,95,972	3	6
Less Amount of his Share, (*vide* Statement C C. *ante*)					,,	2,58,460	14	1½
Excess in Nawab Ekbal-ud-Dowlah's hands ...					Rs.	37,511	5	4½

The *excess* in the hands of the Nawab Ekbal-ud-Dowlah represents the *balance* due to the Nawab Khoorshed Jah.

E. E.

Statement of Sayer and Villages transferred by Minister in compensation for the same.

Sayer.

	Rs.	a.	p.
Purtabpore	8,542	5	0
Huthnoora	2,151	12	0
Alund	4,824	1	0
Goonjotee	5,087	13	0
Lohara	666	10	0
Dowlatabad	2,641	6	3
Chincholee Hoolsoor ...	6,963	15	6
6 Minor Villages ...	1,240	0	0
Kharka	4,006	4	0
Huminabad	14,389	8	6
Total Rs.	57,267	12	0
Narain Khera	6,149	11	9
Husnabad	3,926	9	3
Kullair	500	0	0
Total Rs.	10,576	5	0

Compensation.

	Rs.	a.	p.
Zamindari in Huthnoora	11,355	5	0
Alipoor	17,308	6	9
Nursapoor	15,617	15	9
Villages in Huthnoora ..	6,490	11	0
Villages in Gulburgah ...	10,300	9	9
Total Rs.	61,073	0	3
Deduct, paid to Rosoondars	3,785	10	3
Balance ...	57,267	6	0
7 Villages of Bunderwara			
Total Rs.	10,576	13	0

F. F.

The distribution of the Paigah Talooks of the late Amir-i-Kabir as per Schedules attached to that Nawab's Will, dated 1st Moharrum 1299 H.

BELONGING TO THE LATE NAWAB AMIR-I-KABIR.—

There were 697 Villages yielding gross revenue Rs. 1,543,600 10 6

Deduct Administration Expenses Rs. 3,42,989 15 6

Balance Net Rs. 12,00,610 11 0

Divided as follows:—

KHOORSHED JAH'S HUMRIGH.

The Perganah of Pertabpoor, &c.... ... ... Rs. 3,24,821 15 6

DETAILS.

Talooks.	Gross Revenue.	Expenditure.	Net Revenue.
Pertabpoor...	1,64,343 8 0	32,183 7 9	1,32,160 0 3
Lohara	2,38,352 14 3	45,690 15 0	1,92,661 15 3
Total Rs. ...	4,02,696 6 3	77,874 6 9	3,24,821 15 6

The Perganah of Goonjotee, &c. ... ... Rs. 3,87,170 2 3

	Gross Revenue.	Expenditure.	Net Revenue.
Goonjotee	1,51,443 10 0	26,006 11 0	1,25,436 15 0
Husnabad	1,38,335 4 9	34,960 12 6	1,03,374 8 3
Ferozabad	1,05,650 5 9	16,872 0 9	88,778 5 0
Nursapoor	36,369 4 6	9,645 7 3	26,723 13 3
Jaghirdars as stated below*	49,193 3 9	6,336 11 0	42,856 8 9
Total Rs. ...	4,80,991 12 9	93,821 10 6	3,87,170 2 3

Total of Khoorshed Jah's Share Rs. 7,11,992 1 9

* KOORSHED JAH'S JAGHIRDARS.

Detail of Jaghirdars.	Gross Revenue.	Expenditure.	Net Revenue.
Faizabad, &c.	17,898 1 9	1,984 15 9	15,913 2 0
Railapoor, &c.	5,881 13 3	852 3 9	5,029 9 6
Kabapoor, &c.	6,205 7 6	1,482 3 6	4,723 4 0
Murkhul, &c.	3,013 2 3	672 12 3	2,340 6 0
Mootrajpulley	1,205 8 0	277 5 0	928 3 0
Khotlee	2,491 0 0	571 0 0	1,920 0 0
Mocanpoor, &c.	.....	.....	3,719 13 0
Abajeepoor	1,805 5 0	235 0 6	1,570 4 6
Mulkarum	1,512 6 0	261 2 3	1,251 3 9
Baroor	.....	.....	5,450 11 0
Total Rs. ...	49,193 3 9	6,336 11 0	42,856 8 9

F. F.—(*Continued.*)

HUMRIGH OF EKBAL-UD-DOWLAH.

Perganah of Kotgheer, &c. ... ... Rs. 1,35,669 1 0

Details.

Names of Talooks.	Gross Revenue.	Expenditure.	Net Revenue.
Kotgheer ...	54,041 0 0	15,601 15 3	38,439 0 9
Kondulwaree ...	51,253 0 0	15,980 10 6	35,272 5 6
Valandee ...	31,335 10 3	7,557 4 9	23,778 5 6
Yelgarup ...	31,522 1 6	9,973 11 3	21,548 6 3
Mungulghee ...	22,510 11 0	5,879 12 0	16,630 15 0
Total Rs....	1,90,662 6 9	54,993 5 9	1,35,669 1 0

Perganah of Alund ... ... Rs. 3,52,949 8 3

Names of Talooks.	Gross Revenue.	Expenditure.	Net Revenue.
Alund	1,28,872 6 3	24,754 12 9	1,04,117 9 6
Naraiukhera ...	1,71,462 0 0	43,383 7 0	1,28,078 9 0
Huthnoora ...	91,941 10 0	33,950 12 3	62,990 13 9
Chidgida ..	44,785 7 6	10,812 1 9	33,971 5 9
Jaghirdars as stated below*..	27,190 9 0	3,399 6 9	23,791 2 3
Total Rs...	4,64,250 0 9	1,16,300 8 6	3,52,949 8 3

Total of Ekbal-ud-Dowlah's Share ... ... Rs. 4,88,618 9 3

* EKBAL-UD-DOWLAH'S JAGHIRDARS.

Details of Jaghirdars.	Gross Revenue.	Expenditure.	Net Revenue.
Yelmukna &c...	13,736 9 0	1,736 9 0	12,000 0 0
Sindgooghi &c...	6,500 0 0	591 14 0	5,908 2 0
Aloor	1,779 0 0	649 0 0	1,130 0 0
Nauwala (Perganah Pertabpoor)	2,189 0 0	300 12 0	1,888 4 0
Nurkhora (Perganah Lohara, &c.)	1,021 0 0	121 3 9	899 12 3
Gunganarem ...	1,965 0 0	.....	1,965 0 0
Total Rs...	27,190 9 0	3,399 6 9	23,791 2 3

Summary.

Khoorshed Jah's Share ... ... Rs. 7,11,992 1 9
Ekbal-ud-Dowlah's Share ... ... „ 4,88,619 9 3

Total Rs. 12,00,612 11 0

G. G.

ACCOUNTS ATTACHED TO THE MINISTER'S DECISION.

Property in possession of Nawab Ruffee-ud-Deen Khan at his death and how devised.

	Rs.	a.	p.
JAGHIRS	1,63,488	0	0

	Rs.	a.	p.
Logaon, &c., to Bashir-ud-Dowlah	54,937	0	0
Domulghundee, &c., to Mohtashim-ud-Dowlah .	54,545	0	0
Bhalkee, &c., was set aside for the performance of ceremonial rights; but this was transferred to Nawab Rashee-ud-Deen Khan by the amicable arrangement	54,006	0	0
Total Rs...	1,63,488	0	0

	Rs.	a.	p.
TALOOKS	11,02,761	11	3

	Rs.	a.	p.
To Bashir-ud-Dowlah ...	4,51,399	12	3
To Mohtashim-ud-Dowlah	5,20,621	10	6
* For personal use. ...	1,30,740	4	6
Total Rs...	11,02,761	11	3

		Rs.	a.	p.
* From this Rs. 60,000 was for Vicar-ul-Oomrah, and the residue to Mohtashim-ud-Dowlah and Bashir-ud-Dowlah.	Total of Jaghirs and Talooks ...	12,66,249	11	3

G. G. (*continued.*)

In possession of Nawab Khoorshed Jah and Vicar-ul-Oomrah.

*Talooks, &c.		5,44,940-5-9
(Deduct the following)—		
Share of two-thirds of Mohtashum ...	3,70,661-3-2	4,30,661-3-2
Left to Vicar-ul-Oomrah by Ruffee-ud-Deen Khan in his Will... ...	60,000-0-0	
Balance Excess ...		1,14,279-2-7
"Having decreed to Bashir-ud-Dowlah Rs. 1,12,000, he is entitled to receive property to the value of that sum only."		
Bashir-ud-Dowlah's Share as per Ruffee-ud-Deen Khan's Will—		5-0-0
Jaghir		81,940-0-0
Paga... ... as per Sanad.	4,51,399-12-3	4,86,769-14-6
⅓ of personal.	35,370- 2-3	
One-third of Mohtashum ...		1,85,330-9-7
Jaghir of do.		81,548-0-0
Total Rs...		8,35,588-8-1
*In possession of the Nawab, &c.		7,21,309-5-6
To receive from Nawab Khoorshed Jah & Vicar-ul-Oomrah.		1,14,279-2-7

	Rs.	a.	p.
*Jaghir.			
Bhalkee	54,006	0	0
Talooks.			
Yelgarup	27,998	7	6
Valandee	30,118	8	0
Mungulghee	19,541	2	0
Kotgheer	52,794	3	3
Kondulwaree	51,051	1	9
Madurghee, &c. ...	9,590	9	0
Narrainkhera	1,66,885	10	3
Husnabad	1,32,954	7	0
Total Rs...	5,44,940	5	9

*In possession of the Nawab and H. H's. Government.

	Rs.	a.	p.
Jaghirs.			
Logaon, &c.	44,937	0	0
Domulghundee &c. ...	54,545	0	0
Talooks.			
Afzulpore	40,258	0	0
Rutkul	39,128	6	3
Kalgher	9,088	9	0
Paithun Saroor ...	4,301	0	0
Itmal...	5,797	5	3
Ithul Saroor	2,773	9	0
Phoolmadee	3,432	7	3
Sheikapoor, &c. ...	7,524	14	0
Villages in Chitgapa ...	1,18,161	10	3
Sindulkhera	2,500	0	0
Changhair, &c... ...	9,553	10	3
Chitapur	96,026	11	0
Nirgunda	17,487	7	6
Akalee	11,091	1	0
Poolkoortee	11,251	13	0
Kotha, &c.	18,809	6	0
Sarunkul, &c.	6,704	15	0
Rakulghee, &c. ...	9,400	0	0
Villages in Chitgapa ...	1,15,802	15	0
Kodneel	4,500	0	0
Munhullee	10,710	4	3
Geepulgaon	900	0	0
Bhimulkhera, &c. ...	10,253	14	6
Sursee...	2,513	15	0
Masunee Goora ...	2,863	1	0
Gobeer..	3,024	0	0
Hokrana, &c.	7,757	8	0
Madurgaon	2,788	4	0
Kokutla	3,533	3	0
Muthnoora	3,664	0	0
Samustan Sorapore ...	1,854	1	0
Koloor in possession of Govt.	30,724	13	6
Total Rs....	7,21,309	5	6

PROCEEDINGS

IN THE CASE BETWEEN THE

NAWABS KHOORSHED JAH

AND

VICAR-UL-OOMRAH

BEFORE

MR. H. E. TREVOR,

Legal Secretary to H. H. the Nizam's Government.

MR. A. H. STEVENS

Representing H. E. the Nawab Khoorshed Jah,

AND

MR. A. J. DUNLOP

Representing the Nawab Vicar-ul-Oomrah.

Bombay:
PRINTED AT THE EXAMINER PRESS.

1883.

PROCEEDINGS IN THE MATTER OF THE PROPOSED ARBITRATION BETWEEN THE NAWABS KHOORSHED JAH AND VICAR-UL-OOMRAH.

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23*rd July* 1883.

PRESENT. MR. STEVENS representing the Nawab Khoorshed Jah.
" MR. DUNLOP representing the Nawab Vicar-ul- Oomrah.
" MR. TREVOR.

Mr. Dunlop produces a letter, authorizing him to appear on behalf of the Nawab Vicar-ul-Oomrah. Mr. Stevens undertakes to produce a similar document at the next meeting.

Read by Mr. Trevor.

Letter from the Peshkar to Mr. Trevor, dated July 16th 1883, enclosing copy of letter from the Resident to the Peshkar, dated the 10th July 1883, and copy of a letter from the Nawab Khoorshed Jah to the Peshkar, dated 14th July 1883, and copy of a letter from the Nawab Vicar-ul-Oomrah to the Peshkar, dated the 14th July 1883.

Letter from the Peshkar to Mr. Trevor dated the 22nd July 1883,

With reference to the last-mentioned letter, Mr. Stevens states that the questions, upon which the Nawab Khoorshed Jah desires arbitration, relate to Pagah property and private property, as well as the joint household property in the city.

Mr. Dunlop states that he has no instructions to go into arbitration on any other point than the joint household property in the city and that, as at present advised, he objects to do so. If however Mr. Stevens will state specifically what the matters are, on which the Nawab Khoorshed Jah desires arbitration, he will refer to the Nawab Vicar-ul-Oomrah for further instructions. Mr. Dunlop at present holds that all the Pagah and Jaghir property has been divided between the two brothers since the late Ameer-i-Kabeer's death. He adds that the consent given by his principal to the proposed arbitration refers only to the joint household property in the city.

Mr. Stevens replies that his principal only consented to the arbitration on the understanding, that the whole dispute regarding the landed and house property was to be settled at the same time, in support of which statement he puts in copy of letter (1) from the Peshkar to the Resident, dated 4th July 1883, enclosing (2) letter from Khoorshed Jah to the Peshkar, of the same date. Mr. Stevens states that he is not at present able to say what the matters are, on which his principal desires arbitration, except that, speaking generally, they refer to Pagah lands and Jaghirs, as well as to the household property. He will endeavour (subject to his principal's consent) at the next meeting to produce a statement, setting forth with all necessary distinctness the matters which he wishes to be referred to arbitration. Mr. Stevens asks Mr. Dunlop what the settlement is, in accordance with which he states the

property to have been divided between the two brothers. Mr. Dunlop says that, for the present, he will give no reply to this question.

The meeting is adjourned to Wednesday, the 25th inst., to enable both representatives to consult their respective principals with a view to an agreement being arrived at as to the matters to be submitted to arbitration.

(Signed.) H. E. TREVOR.

23rd July, 1883.

25th July, 1883.

PRESENT :—Mr. STEVENS.
" " DUNLOP.
" " TREVOR.

Mr. Stevens produces letter from the Nawab Khoorshed Jah, addressed to Mr. Trevor, authorising Mr. Stevens to act for him in the arbitration. Mr. Stevens produces two documents, (1) an Agreement between the Nawabs Khoorshed Jah and Ekbal-ud-Dowlah,* dated 4th Suffer 1299 H (corresponding to 26th December 1881); (2) copy of Decision of H. E. Sir Salar Jung, dated 4th Rabee-ul-Awal 1299 H (28th January 1882), and states that his principal claims to have such portions of the Agreement and of the Decision as have not been fulfilled, carried out, as between his brother and himself. What the Nawab Khoorshed Jah wishes is, (1) that the arbitrator should determine in what respects the Agreement and the Decision have not been carried out, and the manner in which they should be carried out ; (2) that the differences between himself and his brother regarding the disposal of the household property and effects in the city should be decided by arbitration.

Mr. Stevens then repeats the questions which he put to Mr. Dunlop at the last meeting at the close of the proceedings. Mr. Dunlop states that he is not at present prepared to go on with the arbitration in any matter other than the Baradari property in the city, and asks for time to consider the statement made and papers produced by Mr. Stevens. He asks what the private property mentioned in the Nawab Khoorshed Jah's letter, of the 4th July 1882, consists of ?

Mr. Stevens replies that he cannot answer this question with certainty at present.

The meeting is then adjourned to the 30th instant.

(Signed) H. E. TREVOR.

25th July 1883.

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* The Nawab Vikar-ul-Oomrah. The translation of this document is on the next page.

Translation of an Agreement executed between the Nawabs Khoorshed Jah and Ekbal-ud-Dowlah.

Subsequent to the settlement deed drawn up by our father, we two brothers have mutually agreed as follows :—

1. That the Talooks of Purtabpore and Lohara remain in the name of Khoorshed Jah.
2. And the Talooks of Kudgeer, Kandulwari, Yelgarup, Valandi, Kullair and Mungulghee in the name of Ekbal-ud-Dowlah.
3. The remaining Pagah Talooks and Jaghirs belonging to our father be divided as follows:
4. Taking the whole as represented by 16 annas.
5. From the above total Khoorshed Jah takes 1 anna 3 pies.
6. The balance 14 annas 9 pies be divided in two shares equally between us.

(Signed) KHOORSHED JAH.
(„) EKBAL-UD-DOWLAH.

4th Suffer 1299 *H.*

TRANSLATION

Of His Excellency the Minister Sir SALAR JUNG'S Decision of the 4th Rubee-ul-Awal 1299 Higree, corresponding with the 25th January, 1882.

The Nawab Ruffee-ud-Deen Khan died, leaving his Jaghirs and Paga estates and personal property between the Nawabs Motishim-ud-Dowlah and Bashir-ud-Dowlah by Sunnads and lists signed by himself and by will and deed of gift.

On his death, the late Nawab Rushee-ud-Deen Khan claimed the property and the titles held by his brother.

Subsequently he withdrew his claims to the property and received the titles. An amicable arrangement was arrived at between the Nawab and his nephews a few months later, by which some of the Paga and Jaghir estates were made over to the Nawab, but the arrangement was never completed.

The Nawab then claimed Hasnabad and Narain Khera, and his claim was tried and decreed in his favor on the issue of the Siyaha.

The Nawabs Motishim-ud-Dowlah and Bashir-ud-Dowlah however appealed against this decision to the Government of India ; but before any orders were issued on their appeal the Nawab Motishim-ud-Dowlah died.

After his death, the Resident received instructions from the Government of India to bring about an amicable arrangement, and should this be impossible, the Government of India declared their readiness to accept and support any decision which I might give in consultation with the Resident on the basis of the late Nawab's waiver.

It was, therefore, decided, in consultation with the Resident in September last, that the Nawab Bashir-ud-Dowlah Bahadoor should have the whole of the property assigned to him by the late Nawab Ruffee-ud-Deen Khan, together with a third of the share assigned to his late brother Motishim-ud-Dowlah. That the remaining two-thirds of the Nawab Motishim-ud-Dowlah's share of the property should be left in the possession of the Nawab Amir-i-Kabir, and that the 60,000 Rupees worth of Talooks assigned to the Nawab Ekbal-ud-Dowlah Bahadoor by the late Nawab Ruffee-ud-Deen Khan should not be included in this division. But before the decision could be issued, the Nawab Rushee-ud-Deen Khan died, and claims to the titles and the property in dispute were put forward by the Nawab Bashir-ud-Dowlah and by the Nawab Khoorshed Jah Bahadoor conjointly with his brother the Nawab Ekbal-ud-Dowlah.

It is therefore resolved, in consultation with the Resident, and in view of the present position of affairs, and of the changes consequent on the death of Nawab Motishim-ud-Dowlah and the Nawab Rushee-ud-Deen Khan, as follows:—

The Nawab Abool Khair Khan held the titles of Shums-ud-Dowlah, Shums-ul-Moolk, Shums-ul-Oomrah, to which was added in the case of his successor, the Nawab Fucker-ud-Deen Khan the title of Amir-i-Kabir.

On the latter's death, the titles were conferred on the Nawab Ruffee-ud-Deen Khan. As the latter died without issue, the titles were disputed between the Nawab Rushee-ud-Deen Khan's brother, and the Nawab Motishim-ud-Dowlah, elder of the two nephews of the deceased nobleman.

The latter, however, having left no son to claim the titles in virtue of his sonship, preference was given to the Nawab Rushee-ud-Deen Khan on account of his seniority of age and relationship and his greater propinquity to the late Nawab, and the titles were conferred on him.

Now that in consequence of the demise of the Nawab Rushee-ud-Deen Khan, the titles are again in dispute between the Nawab's Bashir-ud-Dowlah and Khoorshed Jah, the fact of the latter being the last incumbent's son is considered sufficient ground according to universal custom to warrant his being held to have a preferential claim, and to obviate the necessity for seeking any other ground of preference, such as seniority of age or relationship.

The Nawab Khoorshed Jah Bahadoor, having agreed to hold the title of Amir-i-Kabir as a lower grade than the title Jah, which is the highest of all, and to have it engraved in the same order in his seal, his claim to all the titles is herewith admitted as proved in virtue of his sonship to the late Nawab.

It is at the same time fully recognized that the non-admission of the Nawab Bashir-ud-Dowlah Bahadoor's claim is not, because he is not held worthy of receiving them, but because the stronger title derived from sonship not having existed on the Nawab Ruffee-ud-Deen Khan's death to bar their transfer to another, some other ground of preference had to be sought, which is not now the case.

There is no doubt, however, that the Nawab Bashir-ud-Dowlah Bahadoor is entitled on account of his seniority to have conferred on him some other title of equal rank.

The Paga Talooks with the exception of what was assigned to the Nawab Ekbal-ud-Dowlah, and the Jaghirs conferred by the Nawab Ruffee-ud-Deen Khan on the Nawab Bashir-ud-Dowlah Bahadoor by Sunnads, &c., together with all the Jaghirs of the Nawab Motishim-ud-Dowlah Bahadoor (in virtue of his being the Nawab Bashir-ud-Dowlah's own brother) are held of right to belong to the Nawab Bashir-ud-Dowlah Bahadoor. But, as the Paga Talooks of the late Nawab Motishim-ud-Dowlah were granted to him by Sunnads which lose much of their force on the death of the grantee, and being service-grants cannot be claimed in the same way as Jaghirs ; and as moreover the Paga Talooks were already made over to the Nawab Rushee-ud-Deen Khan by an amicable arrangement and by the decision concerning Hasnabad and Narain Khera, it is decided hereby that one-third of these Talooks shall be given to the Nawab Bashir-ud-Dowlah Bahadoor and two-thirds to the Nawabs Khoorshed Jah and Ekbal-ud-Dowlah Bahadoors.

As, however, all this property belongs to the family, no one is competent to alienate it in case of his dying without male issue, in favor of any one not of the family, always provided, that His Highness, according to ancient custom, shall have full power to deal with it as he thinks fit.

As to personal property, the late Nawab Rushee-ud-Deen Khan had a claim against his nephews on the death of his brother, on the ground of his not having received his share of his father's personal property, and the claim is revived now by the Nawabs Khoorshed Jah and Ekbal-ud-Dowlah Bahadoors.

But the Nawab Bashir-ud-Dowlah Bahadoor has also claims in virtue of the orders embodied in the letter of the Government of India to the Resident to the mesne profits of his own and his brother's share of the Talooks and Jaghirs down to the latter's death, and other claims which cannot be determined without a regular trial.

Such trial however, if granted, can lead to nothing, and is full of risks, seeing that claims to personal property can only be properly entertained, where the property was taken into Government custody, and an inventory made of it immediately on the death of the owner.

Where such is not the case and a claim is preferred a long time after the event, a trial can result in nothing for either party but loss and evil name.

It is, therefore, decided that the parties should forego their mutual claims in this respect.

The Nawab Bashir-ud-Dowlah's share under the above decision is made out in figures below.

In this estimate the revenues of Hasnabad and Narain Khera are quoted from the accounts submitted on the occasion of an amicable arrangement being proposed. Should the Nawabs Khoorshed Jah Bahadoor and Ekbal-ud-Dowlah Bahadoor consider these statements excessive, the two Talooks can be made over on this valuation to Nawab Bashir-ud-Dowlah Bahadoor in exchange for Talooks of equal amount from the late Nawab Motishim-ud-Dowlah's estates according to the above accounts, deducting therefrom the sum of one lac and twelve thousand rupees, decreed to Bashir-ud-Dowlah, and leaving one lac and eighty-eight thousand rupees to be divided between the Nawabs Khoorshed Jah Bahadoor and Ekbal-ud-Dowlah Bahadoor.

Under this decision the whole of the Jaghirs will be returned to the Nawab Bashir-ud-Dowlah Bahadoor. But, as the Perganah Balkee was made over to the Nawab Ekbal-ud-Dowlah, by the amicable settlement of the Nawabs Motishim-ud-Dowlah and Bashir-ud-Dowlah Bahadoors, it need not now change hands, an equal amount of Paga Talooks being allowed to the Nawab Bashir-ud-Dowlah Bahadoor in Jaghirs.

As, however, in this case, the Perganah of Balkee ought to be considered as Paga, it is hereby ordered that fifty-four thousand rupees of this property shall be transfered from Paga to Jaghir accounts.

The Nawab Bashir-ud-Dowlah Bahadoor's share under the present decision, according to the accounts submitted by the Nawabs Motishim-

ud-Dowlah and Bashir-ud-Dowlah Bahadoors. His share under Sunnads granted by the late Nawab Ruffee-ud-Deen Khan.

Paga	4,86,000	
Jaghir	81,000	
		5,67,000
Decreed to him out of the late Nawab Motishim-ud-Dowlah's share of do.		
Jaghir	81,000	
⅓ Paga	1,85,000	
		2,66,000
Total share due to Nawab Bashir-ud-Dowlah Bahadoor under the present decision		8,33,000.

As most of the proceedings, with regard to the division of the property, have been carried on in consultation with the Resident and an appeal in the case was laid before the Government of India, a despatch on that appeal was addressed by the said Government to the Resident at Hyderabad, and in view of the possibility of either or both of the parties in this case feeling aggrieved at the decision herewith given, the said decision shall remain in abeyance for two months, in order to give the parties time to make such representations as they wish to the Government of India.

If, on expiry of the period herein named, no orders are issued by the Government of India contrary to the decision, the said decision shall be held as absolute.

(Signed). SALAR JUNG,
Mookhtar-ul-Moolk.

31*st July* 1883.

The meeting having been adjourned to this day instead of the 30th at Mr. Trevor's request.

PRESENT :—MR. STEVENS.
" " TREVOR.

Mr. Stevens states that he received a copy of Mr. Dunlop's letter to Mr. Trevor, dated 28th July 1883,* only last night, and will reserve his reply, which he will communicate in writing after consulting his principal. The proceedings are then adjourned.

(Sd.) H. E. TREVOR.

31*st July* 1883.

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* For copy of this letter see Page Post.

No. 14 of 1883.

Ellaka Nawab Vicar-ul-Oomrah Bahadoor.

From

A. J. DUNLOP, Esq.,

Sadar Talookdar,

To

A. STEVENS, Esq.,

Hydrabad.

Hydradad, 30th July 1883.

Sir,

I have the honor to enclose, for your information, a copy of my letter No. 13 of 28th inst., to Mr. H. E. Trevor.

I trust that the Nawab Shums-ul-Oomrah Amir-i-Kabir Khoorshed Jah Bahadoor will consent to one or other of the proposals made in para. 8.

I have the honour to be,

Sir,

Your obedient Servant,

(Sd.) A. J. DUNLOP,

Sadar Talookdar.

No. 13 of 1883.

From

A. J. DUNLOP, Esq.,

Sadar Talookdar,

To

H. E. TREVOR, Esq.,

Secunderabad.

Dated, Hydrabad, 28th July 1883.

Sir,

With reference to the proceedings which have taken place up to date in connection with the proposal that you should arbitrate between the Nawabs Amir-i-Kabir and Vicar-ul-Oomrah, I have the honor, with the consent of the latter, to place on record the following statement.

2. When the Nawab Vicar-ul-Oomrah consented to arbitration, he did so on the clear understanding that the subject-matter of dispute was solely the joint or undivided property which is, in fact, the property known as the Baradari.

This view was fully justified by the following letters.

Mr. Cordery's letter to the Peshkar, dated 10th July.

Major Trevor's letter to the Nawab Vicar-ul-Oomrah dated 10th July.

The Nawab's letter to the Peshkar, dated 14th July.

Your own letter to me, dated 20th July, appointing a day for hearing the case.

In each of these letters it is distinctly stated that the dispute to be referred to arbitration relates to the house property. No reference whatever is made in any of these letters on the subject of arbitration to other disputes.

3. Accordingly, when you appointed the 23rd inst. for the first hearing of the case, I came to you prepared to put forward the following issues for your decision, viz.:—

(1). Did the late Nawab divide the Palace as per plan marked A and is this division now binding on his sons?

(2.) What are the boundaries and particulars of the house property now in dispute?

(3.) What are the conditions in the late Nawab's Will regarding the disposal of the property defined in the decision on the second issue?

(4). How should these conditions now be given effect to?

(5.) If it is determined that one brother should buy the other's share of the house property, what price should be paid for it?

These issues comprise the whole of the Nawab Vicar-ul-Oomrah's case regarding the house property, but I did not put them before you on the 23rd instant, because at the very outset of the proceedings I was informed that other disputes regarding the division of Paga Talooks and private property (a term so wide that it might be taken to mean any kind of property held by the Nawabs) were also to be submitted to arbitration. At the same time I was handed a letter from the Peshkar, dated the previous day, *and received by you on only the previous evening*, in which you were requested to deal with all the disputes between the two brothers, the reason assigned being that "it is impossible to take up the disputes regarding house property "belonging to the Nawabs Khoorshed Jah and Ekbal-ud-Dowlah "without entering into the division of their landed property as well."

I was at a loss to know how the Peshkar arrived at this conclusion without referring to the Nawab Vicar-ul-Oomrah, who had not heard from him on the subject. As I informed you at the time, the Nawab holds that the landed property, *i. e.*, the Paga Talooks and Jaghirs, has already been divided, and there is no reason for mixing up this division with the question relating to house property, which was left by the father's will to both sons jointly, with a provision that one or other son might acquire the whole property by paying half its value to his brother.

4. The whole aspect of the case being thus materially changed without previous notice, I declined to proceed further in the matter until at least the additional claims made by the Nawab Amir-i-Kabir are clearly defined, and I have an opportunity of considering them with the Nawab Vicar-ul-Oomrah.

I asked Mr. Stevens to specifically state the points on which he wished to have arbitration, but, notwithstanding that it is held by the opposite party that the intention throughout has been to submit the whole of the claims to arbitration, and that there has been simply a misunderstanding on the point, the representative of the Amir-i-Kabir was unable to say what it was he sought for, and beyond the terms "Paga and Private Property;" and in a letter addressed to the Peshkar on the 4th July last, I could obtain no information.

5. The proceedings having been adjourned to the 25th instant to enable Mr. Stevens to prepare a statement of his claims, he produced on that day (1) an agreement executed by the two brothers on the 4th Suffer 1299, referring to the division of the Talooks; (2) the late Minister's decision in what is known as the Nawab Bashir-ud-Dowlah's case, and stated that what the Nawab Amir-i-Kabir wishes is (1) "that the arbitration should determine in what respects the Agree-"ment and the Decision have not been carried out and the manner in "which they should be carried out."

(2.) "That the differences between himself and his brother "regarding the disposal of the household property and effects "in the city should be decided by arbitration."

When asked to define the private property in dispute, Mr. Stevens replied that he cannot answer with certainty at present.

6. The request now made by the Nawab Amir-i-Kabir differs so materially from the original proposals as conveyed through the Resident and Peshkar that it practically annuls the agreement to submit the case to your arbitration. The Nawab Vicar-ul-Oomrah therefore considers that the consent he gave to arbitration on the question of house-property is now of no effect.

7. Further, the Nawab Vicar-ul-Oomrah declines to consent to any arbitration until he knows clearly and beyond all doubt the specific points on which it is desired to have your decision as arbitrator. It is contrary to practice in such cases, and also inexpedient that you should be required to say to what extent the enquiry is to be prosecuted, or what subjects it is to embrace.

The proper way of dealing with the question, in the opinion of the Nawab Vicar-ul-Oomrah, is that the disputants should first determine between themselves the points on which a decision is desired, that these points should be explicitly stated in writing, and that you should then be desired to enquire into them, and give your decision after hearing such evidence as may be adduced.

Applying this principle, it is necessary before proceeding any further that the Nawab Vicar-ul-Oomrah should know what his brother claims under the late Minster's decision above referred to, and what part of their mutual agreement he considers unfulfilled. Nawab Vicar-ul-Oomrah on his own part considers that the agreement and decision have been given full effect to, and that there is no call to re-open the question; but if it be possible, he is willing to join his brother in framing an issue, or issues for your decision.

The question relating to private property has also to be more clearly defined, and I have also to state that, if it is finally determined to submit all the differences between the brothers to arbitration, the Nawab Vicar-ul-Oomrah will have some money claims to put forward.

8. With a view to a settlement of the question in the manner indicated above, I am authorized to make the following proposal:—

(1.) That the questions regarding the house-property referred to in the issues quoted in para. 3 be settled without entering into other matters.

(2.) Or I will meet Mr. Stevens at any place which may be determined on, and endeavour to arrange with him the points which can be referred to arbitration.

(3.) Or if the Nawab Amir-i-Kabir wishes to associate other persons with Mr. Stevens, I will meet them also for the same purpose.

(4.) Or if the Nawab Amir-i-Kabir prefers it, I would call on him and endeavour to arrive at an understanding.

9. A copy of this letter will now be forwarded to Mr. Stevens, and until one or other of the above courses is adopted, the Nawab Vicar-ul-Oomrah considers it would be useless appearing before you again, or troubling you further in the matter.

10. The Nawab desires me to convey his thanks to you for the time and attention you have already devoted to the case. He regrets exceedingly that there should have been any interruption to the proceedings, and still trusts that a satisfactory arrangement may be arrived at.

I have the honor to be,
Sir,
Your most obedient Servant,

(Sgd.) A. J. DUNLOP.
Sadar Talookdar.

To

A. E. TREVOR, ESQ.,

Secunderabad.

Dated Hyderabad, 4th August 1883.

Sir,

I have the honor to inform you that I have received from Mr. Dunlop, on the 31st ultimo, a copy of a letter addressed to you by him on the 28th ultimo, making certain suggestions for the future conducting of the arbitration and rather *partially* representing certain facts, the entire record of which you have already taken.

2. The real subject-matter of dispute between the Nawabs Khoorshed Jah and Vicar-ul-Oomrah is the division of the property they inherited from their father, the late Amir-i-Kabir.

3. In support of the above statement the Nawab Khoorshed Jah has instructed me to lay before you true copies and translations of correspondence marked A and B.

4. I regret exceedingly that Mr. Dunlop has not been supplied with the whole correspondence that has passed regarding this dispute; the letters filed by Mr. Dunlop certainly only refer to House property.

5. A reference to the correspondence, marked A, clearly shows that the Nawab Vicar-ul-Oomrah not only knew on what points his brother sought arbitration, but put certain queries regarding the Pagah property to the Peshkar Sahib.

6. Mr. Dunlop makes a bare assertion that the landed property is divided.

7. I have twice asked Mr. Dunlop the following question :—

"What the settlement is in accordance with which he states the property to have been divided between the two brothers?" The only reply Mr. Dunlop has given is: "That for the present he will give no reply to this question;" the only conclusion to be arrived at is that either he is unable or unwilling to substantiate his assertion.

8. The correspondence A and B shows what the intention of the Nawab Khoorshed Jah has been throughout; at the first meeting I volunteered myself, if thought necessary, to produce these letters, but the letter from the Nawab Khoorshed Jah to the Peshkar alluded to by Mr. Dunlop was deemed sufficient. The impression that para. 4 of Mr. Dunlop's letter seeks to give, *i. e.*, that this letter was the only evidence in favor of the Nawab Khoorshed Jah's *bona fides* is misleading.

9. The first meeting was adjourned, "to enable both representatives to consult their respective principals with a view to an agreement "being arrived at as to the matters to be submitted to arbitration" and not only "to enable Mr. Stevens to prepare a statement of his claims."

10. The private property in dispute being chiefly in sealed chests, it is impossible to define it till such time as the seals are by mutual consent broken and the chests opened.

11. The Nawab Khoorshed Jah will be most happy to enter into the money-claim his brother puts forward through the medium of Mr. Dunlop's letter.

12. The Nawab Vicar-ul-Oomrah holds that "the landed property, "*i. e.*, the Pagah Talooks and Jaghirs, has already been divided," and "that the agreement and decision have been given full effect to, and that there is no call to re-open the question."

13. I would here remark that, on the death of the late Amir-i-Kabir, all the records regarding the Talooks, as well as the Talookdars themselves, were retained by the Nawab Vicar-ul-Oomrah.

14. The Nawab Khoorshed Jah received only such property as his younger brother thought fit to make over to him, on the understanding that on the latter's return from Europe any unfulfilled portion of the agreement should be carried out.

15. It is the ratification of the Nawab Vicar-ul-Oomrah's promise and the carrying out of his signed bond that the Nawab Khoorshed Jah seeks.

16. Understanding how anxious his brother states himself to be to arrive at a settlement of all the differences between them, the Nawab Khoorshed Jah has instructed me to state that he is quite willing to meet his brother's views as regards dividing and settling separately their several items of dispute on the following terms.

17. That the most important item, the landed property, be settled first; any delay in the settlement of this item causes an increase in the claim for mesne profits. A slight delay in the division of the joint property would cause no loss to either party.

18. That the said umpire settle all the different claims, because they are actually only various items in the same case.

19. That both Nawabs sign and file an agreement to abide by the decision of the umpire.

20. On a date fixed by the umpire each to file a written statement of his case and claims.

21. That no fresh claims be allowed after the written statement is filed.

22. I shall be much obliged if you will kindly let me know as soon as possible if the Nawab Vicar-ul-Oomrah is prepared to complete the enquiry on all points of dispute in the manner suggested in paras 17, 18, 19, 20 & 21.

23. The Nawab Khoorshed Jah desires me to convey his sincere thanks to you for commencing this enquiry, and trusts that you will be able to satisfactorily settle the whole dispute.

I have the honor to be,

Sir,

Your most obedient Servant,

(Signed.) A. STEVENS.

20th August 1883.

PRESENT :—Mr. STEVENS.
" " DUNLOP.
" " TREVOR

The representatives meet with the object of endeavouring to arrive at an understanding with a view to the issues to be settled in the case. Mr. Stevens puts in a letter addressed to Mr. Trevor, with 5 schedules annexed,* containing a statement of the claim of his principal with respect to landed property, exclusive of mesne profits. Mr. Dunlop puts in a memo.† containing a statement of his principal's case in reply to Mr. Stevens' letter to Mr. Trevor, dated the 4th August 1883.

(a) See below.

After some discussion, Mr. Trevor draws up (a) a paper of suggestions for the acceptance of both the Nawabs intended to serve as a basis of agreement between them before proceeding further in the case.

With regard to the city house property Mr. Dunlop states that his principal declines for the reasons stated in the memo. just put in to refer any question to arbitration except the question of the division of the Baradari.

Mr. Stevens replies that his principal must maintain his claims to the Surdmahal and the other properties mentioned in the Nawab Khoorshed Jah's letter to the Peshkar, dated the 25th Jamadi-us-Sain 1300 H.

Mr. Trevor thereupon suggests that the representatives should ascertain whether their principals are prepared to allow the arbitration to proceed on the other points only, excluding the question of the Baradari.

The meeting is then adjourned to the 23rd instant.

(Signed.) H. E. TREVOR.

Draft suggestions for the acceptance of both Nawabs, preliminary to the framing of issues.

1. It is agreed that the arbitrator is to give effect: (1) to the Ekrarnamah of the 4th Suffer 1299 H, (2) to the Minister's decision of the 4th Rubbee-ul-Awal 1299 H.

2. That no claim, which is contrary to the terms of either of the above-mentioned documents, shall be considered admissible.

3. That it should be left to the arbitrator to decide, with regard to the Jaghirs left by the mother and sister of the two Nawabs, and with regard to the villages of Ajmurry Gungawarem, whether these

* See post page .....
† See post page.....

properties fall under the operation of Clause 3 of the Ekrarnamah ; or on what principle they should be disposed of?

4. That, with respect to the claims for Sair villages, no such claim shall be admitted, unless it can be brought under a fair construction of either the Ekrarnamah, or the decision, which it shall be for the arbitrator to decide.

5. That the decision be based on the revenue accounts of 1288 H.

6. That the award of mesne profits and interest be left to the discretion of the arbitrator.

7. That, in the event of the arbitrator awarding delivery of lands to either party, such party shall accept with the land the responsibility of maintaining a proportionate number of Pagah troops and incurring other expenses attendant on the possession of the land.

MEMO.

From Mr. Stevens' letter of the 4th inst. and its enclosures I gather that the Nawab Khoorshed Jah wishes the following claims against his brother referred to arbitration, viz :

(1) The fulfilment of the agreement, dated 4th Suffer 1229.

(2) Claims on account of Sayer in the Talooks of Purtabpore, Lohara, Ulsoor and other villages.

(3) Bunderwara villages.

(4) Exchanges for the villages of Chatumpally, &c.

(5) A redivision of the house property and the settlement of the Baradari question.

2. The Nawab Vicar-ul-Oomrah admits the agreement, dated 4th Suffer, and is willing that the question, whether it has been given full effect to, should be referred to arbitration.

3. The Nawab observes that, after the execution of this agreement, he and his brother addressed a joint letter to the President, in which it was stated:

(1) That the Pagah and family estates had been divided to their mutual satisfaction.

(2) That it was agreed that the title of Shums-ul-Oomrah Amir-i-Kabir should be held by the Nawab Khoorshed Jah.

(3) That the appointment of Co-Regent should be given to the Nawab Khoorshed Jah.

3. At the time of writing this letter, it was understood that every matter had been settled except, (*a*) the family accounts which were not fully made up; (*b*) the division of Baradari, which is joint property.

4. The Vicar-ul-Oomrah therefore declines to go behind this agreement, or to open up questions which were virtually settled, when the agreement was executed accordingly.

(1) He objects to refer to arbitration the question regarding Sayer. Both he and his brother have lost by the abolition of Sayer, but it was understood that they would each bear their own loss and not make a claim against the other. Had any other course been intended, the question would have been referred to in the written agreement.

(2) The claims put forward on account of Bunderwara and Chatumpally villages should be defined more clearly, until the Nawab understands what it is his brother seeks, for he cannot determine whether the question is a simple one to refer to arbitration.

(3) The Nawab Khoorshed Jah apparently wishes to set aside the clause in his father's Will relating to the house-property, and to have a complete redivision of the whole of it. But the Nawab Vicar-ul-Oomrah cannot consent to this course. The late Nawab divided the property in his lifetime (except

the Baradari); and to avoid all doubt regarding his intentions, he affixed his seal to several copies of a plan, showing the particulars of the division. He also confirmed this division by his will.

The Nawab Khoorshed Jah apparently admits this fact, but disputes his father's right to dispose of the property. He is, however too late in doing so. Under Mahomedan law a son can, no doubt, in certain circumstances, set aside his father's Will, but he cannot do so if he had once admitted and accepted the conditions of the Will. In the present instance it is held that the Nawab Khoorshed Jah did accept the Will, as regards the house-property, and has never until now disputed it.

The preamble of the agreement, dated 4th Suffer, supports this view in so far as it contains the following words:—"Subsequent to the settlement drawn up by our father, we two brothers have "mutually agreed as follows:" and then follows the particulars of a redistribution of the Talooks. But the document is silent as to house property showing that there was no dispute about it. For the foregoing reason the Nawab Vicar-ul-Oomrah declines to enter into arbitration about any House property, except such as was left by his father's Will to both sons jointly. In other words, he is willing that the arbitration should give effect to the terms of the Will, but will not consent to the re-opening of any question which was disposed of by the Will.

5. The Nawab Vicar-ul-Oomrah's money claims against his brother are as follows:—

The late Nawab gave his younger son a gift of 5 lacs of Rupees, but he subsequently took out of this sum for his own expenses Rs. 1,80,000, which is credited in his account to the Nawab Ekbal-ud-Dowlah.* The latter has thus a claim against the late Nawab's estate of Rs. 1,80,000 and the debts and assets being divisible equally between the two sons, the Nawab Khoorshed Jah owes half of this sum, viz., 90,000. The account to this effect will be produced, if the arbitration is proceeded with.

The Nawab has also a claim for a house at Shahabad, which is now in his brother's possession.

Jaganath's claim against the late Nawab's estate has also to be adjusted.

In connection with these and other matters there are some records in joint custody in the Surdmahal, which must be examined before the Nawab can say that there are no other claims requiring adjustment.

(Signed) A. G. DUNLOP.

16*th August* 1883.

* *i. e.*—Nawab Vicar-ul-Oomrah.

To

H. E. TREVOR, Esq.,

Secunderabad.

Hyderabad, 20th August 1883.

Sir,

I have the honor to lay before you the following facts relative to the arbitration now pending.

1. The late Amir-i-Kabir died on the 12th December 1881, leaving two sons, the Nawabs Khoorshed Jah and Ekbal-ud-Dowlah, his heirs.

2. The Will of the late Amir-i-Kabir disposed of almost his entire property (certain exceptions are mentioned in paras 7, 8, 9, 10 and 11 of this letter) and except in the matter of house property specified what the division was to be.

3. The house property was left jointly with the right of one brother to buy out the half share of the other.

4. The Will of the late Amir-i-Kabir having been disputed and objected to by the Nawab Khoorshed Jah during his lifetime, on his death both brothers considered it expedient to redivide the landed property, which they by means of an Ekrarnamah and signified their mutual agreement to the same in several joint letters signed by them both and sent to Sir Stuart Bayley, who was then Resident.

5. The data, on which this Ekrarnamah was based, was supplied almost entirely by the Nawab Ekbal-ud-Dowlah, he having on the death of his father, retained all the records of the Talooks, as well as the Talookdars themselves.

6. The Nawab Ekbal-ud-Dowlah then left India for Europe, promising his brother that those portions of their Ekrarnamah unfulfilled would, on his return to Hyderabad, be carried out.

7. The villages of Ajmurry Gungawarein reverted to the family after the death of the Amir-i-Kabir, and should therefore be now treated in the same manner as the rest of the Talooks and divided in the proportions laid down in the Ekrarnamah.

8. The Jaghir, given to the mother of the two brothers and not mentioned in the Will, should be treated in the same manner.

9. As also Chatumpally, the sister Jaghir.

10. In order that the entire control of the customs dues should remain in the hands of the Minister, a grant of certain villages was made by the late Sir Salar Jung in lieu of levying customs dues on Lohara and Purtabpore, &c., it is obvious that these villages belong to Lohara and Purtabpore as representing the equivalent given for a deduction in revenue.

11. And Bunderwara, the Sayer villages for Husnabad, for the same reason as given in para. 10, should be divided according to shares.

12. Subsequent to the Ekrarnamah the Nawab Khoorshed Jah became aware of the retention by his brother of the property mentioned in paras. 7, 8, 9, 10, & 11.

13. The late Minister's decision allots, amongst other things "the "Pagah and Jaghir Talooks lately in the possession of the late Na- "wab Ruffee-ud-Deen Khan."

14. The two brothers are affected in two ways by this decision.

1st.—It allots their respective shares in the late Mohtishim-ud-Dowlah's property.

2nd.—The Minister has specified from what Talooks in the possession of the two brothers the amount to be made over to the Nawab Basheer-ud-Dowlah should be realized.

15. In landed property therefore Nawab Khoorshed Jah now seeks such balances as are due to him on the Ekrarnamah (*i.e.*, the whole of the family property) and the Minister's Decision.

16. Statement I. shows the Talooks of the late Amir-i-Kabir with their revenue, according to the Will, after deducting such Talooks as are by name specifically alloted in the Ekrarnamah.

17. Statement II. gives the allotment of Statement I, according to the terms of the Ekrarnamah.

18. Statement II A. shows how the two brothers are affected by the Minister's Decision.

19. Statement III. shows what the Nawab Khoorshed Jah's share should be according to Statements II. & II. A, and what he has now actually in possession.

20. Statement IV. shows what the Nawab Ekbal-ud-Dowlah's share should be according to Statements II. and II. A, and what he has now actually in possession.

21. A deduction from the excess now in the possession of the younger brother of the balance due to the elder brother represents the claim the Nawab Khoorshed Jah has on the Nawab Ekbal-ud-Dowlah for landed property.

I have the honor to be,

Sir,

Your Obedient Servant,

(Sd.) A. STEVENS.

No. I.

STATEMENT of the Talooks of the late Amir-i-Kabir and their revenue according to the year 1288 *Fuslee, according to the Will of the late Amir.*

Names of Talooks.	Revenue under the old Assessment.			Gross Revenue as per Will.			Allowances and Expenses.			BALANCE.		
Goonjotee	1,70,095	5	3	1,51,433	10	0	26,006	11	0	1,25,436	15	0
Alund	1,79,640	9	0	1,28,872	6	3	24,754	12	9	1,04,117	9	6
Ferozabad	93,435	9	9	1,05,650	5	9	16,872	0	9	88,778	5	0
Huthnoora	58,597	3	0	96,941	10	0	33,950	12	3	62,990	13	9
Chitgidda	29,055	2	9	44,783	7	6	10,812	1	9	33,971	5	9
Nursapoor	24,125	6	0	36,369	4	6	9,645	7	3	26,723	13	3
Ajmurry Gungawarein ...	Reverted to			the family Amir's			after the death.			8,000	0	0
TOTAL Rs. ...	5,54,949	13	9	5,64,060	12	0	1,22,041	13	9	4,42,018	14	3

Exclusive of those properties that were specifically distributed, *i. e.*, Lohara, Purtabpoor and Kotgheer. Kondulwary. Yelgarup, Valandi, Mungulghee and the villages of Annoor, which are omitted in the Will.

No. II.

Settlement of the late Amir-i-Kabir's Talooks as per Ekrarnamah dated.

Total amount of gross revenue as per Statement No. 1	Rs.	5,64,000	0	0
Deduct 1¼ anna for Nawab Khoorshed Jah as per Agreement	,,	44,062	8	0
Balance	Rs.	5,19,937	8	0

To be divided as follows :—

To Nawab Khorshed Jah...	Rs.	2,59,968	12	0
To Nawab Ekbal-ud-Dowlah.	,,	2,59,968	12	0
Total...	Rs.	5,19,937	8	0
Khorshed Jah's Share proper.	Rs.	3,04,031	4	0
Ekbal-ud-Dowlah's Share...	,,	2,59,968	12	0
Tatal...	Rs.	5,64,000	0	0

No. II. A.

Statement showing how the Nawabs are affected by the decision of the Minister.

Decision of the Minister is as stated as follows :—

Khoorshed Jah's Share in Mohtashim-ud-Dowlah's Estate	Rs.	1,85,330	9	7
Ekbal-ud-Dowlah's Share in Mohtashim-ud-Dowlah's Estate	,,	1,85,330	9	7
Ekbal-ud-Dowlah's Share in Mahomed Ruffee-ud-Deen Khan's Estate	,,	60,000	0	0
Total	Rs.	4,30,661	3	2

In possession of Nawabs Khoorshed Jah and Ekbal-ud-Dowlah.—

Bhalkee ...	Rs.	54,006	0	0*
Yelgarup ...	,,	27,998	7	6*
Valandee ...	,,	30,118	8	0*
Mungulghee...	,,	19,541	2	0*
Kotgheer ...	,,	52,794	3	3*
Kondulwaree ..	,,	51,051	1	9*
Madurghur, &c.	,,	9,590	9	0*
Narrainkhera..	,,	1,66,885	15	3*
Husnabad ...	,,	1,32,954	7	0†
Total	Rs.	5,44,940	5	9

Balance due to Nawab Basheer-ud-Dowlah Rs. 1,14,279 2 7.

Minister writes—

> There is a difference of Rs. 2,000 in the above total; but the amount to be paid to Nawab Basheer-ud-Dowlah should be Rs. 1,12,000.

* These Taluks are in the possession of Nawab Vikar-ul-Oomrah, Ekbal-ud Dowlah.

† In possession of Khoorshed Jah at date of the Minister's decision.

No. III.

Statement showing Nawab Khoorshed Jah's Share in the Talooks of his late father, as also his one-third from Mohtashim-ud-Dowlah's Estate as per Decree.

Khoorshed Jah's Share from his father's Talooks as per Statement No. II.	Rs.	3,04,031	4	0
One-third of Mohtashim-ud-Dowlah's as per Decree...	„	1,85,330	9	7
Total...	Rs.	4,89,361	13	7

Talooks at present in possession of the Nawab—

Goonjotee				Rs.	1,51,433	10	0
Ferozabad...				„	1,05,650	5	9
Nursapoor...				„	33,369	4	6
Husnabad Total Rs.	1,32,954	7	0	„	68,954	7	0*
Paid to Nawab Basheer-ud-Dowlah	64,000	0	0				
Rs.	68,954	7	0				
				Rs.	3,59,407	11	3

Balance to receive from Nawab Ekbal-ud-Dowlah	Rs.	1,29,954	2	4
Total	Rs.	4,89,361	13	7

Nawab Khoorshed Jah also claims the following, his share of the landed property, left unsettled by the late Amir-i-Kabir :—

His Share in Bunderwara	4,000	0	0
Share in the Sayer villages for Lohara, Purtabpore and Hoolsoor...	8,000	0	0
Share in Annoor, &c.	5,500	0	0
Share in Ajmurry Gungawarein ...	4,000	0	0

* Balance after deducting the amount paid to Nawab Basheer-ud-Dowlah.

No. IV.

Statement showing Nawab Ekbal-ud-Dowlah's Share in the Talooks of his late father and that by the Minister's Decree.

His Share in his father's Talooks as per Statement No. II	Rs.	2,59,968	12	0
One-third of Motashim-ud-Dowlah's as per Decree	,,	1,85,330	9	7
By the late Ruffee-ud-Deen Khan's Will... ...	,,	60,000	0	7
Total Share	Rs.	5,05,299	5	7

Talooks in possession of the Nawab from his father's Estate:—

Alund	Rs.	1,28,872	6	3	
Huthnoora ...	,,	96,941	10	0	
Chitgiddah ...	,,	44,783	7	6	
Ajmurry Gungawarein ...	,,	8,000	0	0	
Annoor, &c. ...	,,	11,000	0	0	
Total	Rs.	2,89,597	7	9	

From the Estate of the late Ruffee-ud-Deen Khan and ⅓ Share of Mohtashim-ud-Dowlah's Estate :—

Jaghir	Rs.	54,006	0	0	
Kotgheer ...	,,	52,794	3	3	
Kondulwaree ...	,,	51,051	1	9	
Yelgarup ...	,,	27,998	7	6	
Valandee ...	,,	30,118	0	0	
Narrainkhera ...	,,	1,66,885	15	3	
Kullair... ...	,,	18,020	15	0	
Total	Rs.	4,00,875	2	9	
Grand Total...	Rs.	6,90,472	10	6	
Deduct his Share as stated above	,,	5,05,299	5	7	
Excess in the hands of Nawab Ekbal-ud-Dowlah	Rs.	1,85,173	4	11	

23rd August 1883.

PRESENT—

MR. STEVENS,
„ DUNLOP,
„ TREVOR,

Mr. Stevens puts in a letter addressed to Mr. Trevor and dated the 23rd August,* in reply to Mr. Dunlop's memo of the 16th inst., put in at the last meeting.

Mr. Dunlop states that the Nawab Vicar-ul-Oomrah is not prepared to go on with the arbitration at all, unless his claim to the Surdmahal and other property coloured as belonging to him on the map sealed by the late Amir-i-Kabir be admitted without dispute. With respect to this property he declines to produce evidence of his title before an arbitrator. He considers the question as settled and objects to its being re-opened. He is willing to refer to arbitration, (1) the question of the division of the Baradari ; (2) the question whether the Ekrarnamah has been fulfilled or not ; (3) the money-claims brought forward by Nawab Vicar-ul-Oomrah. With regard to other points that have been raised and the paper of suggestions drawn up by Mr. Trevor at the last meeting, Mr. Dunlop states that he must examine the accounts before he can give an answer.

Mr. Stevens states that on behalf of the Nawab Khoorshed Jah he is prepared to accept all the suggestions contained in the paper drafted by Mr. Trevor ; but with regard to waiving the Nawab's claim to the Surdmahal and other house property, he must refer for further instructions to his principal. In view of Mr. Trevor's approaching departure, the proceedings are then concluded.

(Signed.) H. E. TREVOR.

23rd August 1883.

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* See Post, page.

To

H. E. TREVOR, ESQ.

Dated 23rd *August*, 1883.

SIR,

In reply to Mr. Dunlop's memo. of 16th (which was filed by him at our last meeting, 20th), I have the honor to state the following facts.

2. Para. 1 of Mr. Dunlop's letter is explained in detail by the statement of the claims of Nawab Khoorshed Jah and filed at our last meeting.

3. Para. 2 admits the agreement, and is willing that the question, whether it has been given full effect to, should be referred to arbitration.

Both brothers have now agreed to this issue.

4. Para 3. On reference to the previous correspondence, it will be seen that the Nawab Khoorshed Jah has also alluded to the joint letter quoted. He is not, however, prepared to admit the deduction the Nawab Vicar-ul-Oomrah wishes to draw, namely, that because the settlement-deed had been executed in writing and fully agreed to by both, that therefore he is precluded from objecting, should the same settlement be only partially carried out.

5. Para. 4. Both brothers have also agreed in declining to go behind the agreement; at the same time the Nawab Khoorshed Jah seeks an actual settlement, and does not agree with his brother that certain questions were virtually settled, when the agreement was executed; the agreement only refers to Pagah property.

The actual settlement of the Ekrarnamah only connected from the date of the Goozashets (delivery orders) given by the Nawab Vicar-ul Oomrah to his brother, *i. e.*, 9th January 1882, or 20 days after the date of the joint letter quoted by Mr. Dunlop.

With reference to Sayer, the Nawab Khoorshed Jah is perfectly willing that the Sayer attached to the property represented by Statement I. should be divided according to the shares laid down in the Ekrarnamah.

The Sayer of Lohara, Purtabpore and Hoolsoor has always been separate, and goes with the Talooks it was granted for.

The Sayer of Hasnabad and Narainkhera is also separate, and must be allotted accordingly to the shares of both brothers.

The Nawab Khoorshed Jah in receiving from the Nawab Ekbal-ul-Dowlah his share of lands under the Ekrarnamah, according to the revenue accounts of 1288, accepted, amongst other Talooks, Nursapoor, which included Chatumpally, &c.; on taking possession of Nursapoor, he discovers that Chatumpally was made over to the sister in 1289; this fact was suppressed by his brother. As however the settlement was based on the revenue accounts of 1288, all of which were held by the Nawab Vicar-ul-Oomrah, the alienation of Chatumpally, &c., is

a deduction from the whole of the father's property, the loss caused by which must be borne by both brothers.

The Nawab Khoorshed Jah is quite willing to waive his claim to the Surdmahal, if his brother can prove to the satisfaction of the arbitrator his right to it.

6. Para 5. The Nawab Vicar-ul-Oomrah after stating that "he is willing that the arbitrator should give effect to the terms of the Will," brings forward a very remarkable money claim. Before leaving for Europe, the Nawab Vicar-ui-Oomrah sent his brother a statement of the liabilities of their late father. As I have before several times stated, the whole of the family papers were with the Nawab Vicar-ul-Oomrah. No accounts were shown to the Nawab Khoorshed Jah, nor did he see any of the creditors; the division of the debts was made by the younger brother, and the statement sent to the elder brother. No mention is made of this claim now brought forward either (1) in the Will; or (2) in the statement of the liabilities of the estate; (3) in the Ekrarnamah. The Nawab Vicar-ul-Oomrah brings this claim after a silence of 20 months, and after verbally emphatically asserting that beyond the settlement of the joint house property there was nothing further in dispute between the brothers. These facts, I think, speak for themselves.

Taking it for granted that it has always been the intention not to go beyond the Will, the Nawab Khoorshed Jah has refrained from bringing forward his claims on his father's estate for considerably over 20 lacs of Rupees, the surplus on Lohara and Purtabpore, and for the same reason declines, unless the whole question anterior to the Will is taken up to discuss the money-claim now brought forward by his brother.

The Shahabad house was made over with Ferozabad by the Nawab Vicar-ul-Oomrah in the same way that he took over from his brother house situated at Chitgiddah and given to the Nawab Khoorshed Jah by his father. It has always been perfectly understood that the object of this arbitration was to settle the differences between the two brothers and not the claims of creditors on the late Amir-i-Kabir's estate, the liabilities of which amount to some 12 lacs of rupees; for this reason the Nawab Khoorshed Jah declines to discuss in this arbitration the claims of Jaganath (who is a Talookdar of his brother) or any other creditors as previously stated; the liabilities of the late Amir-i-Kabir have already been allotted between the brothers.

7. Ajmurry Gungawarein reverted to the Shums-ul-Oomrah family when the last Naz Bhaighee died intestate and without heirs. The delivery order for Ajmurry Gungawarein was sent to the late Amir-i-Kabir. Possession was not taken of the villages till after his death.

8. A mother's Jaghir by Mahomedan law cannot be alienated,* but on her death must revert to her children.

I have, &c.,

(Signed) A. STEVENS.

* *i. e.*—By her husband or by any other person except herself. This only applies when there are children.

August 1883.

TO THE PESHKAR.

My dear Rajah Saheb,

I have much pleasure in annexing herewith a short statement of the proceedings that have taken place before Mr. Trevor in the arbitration now pending between my brother and myself, and shall be much obliged if you will submit the same to Mr. Cordery, and seek from him an expression of his opinion as to how the enquiry should be completed.

Yours sincerely,

(Sgd.) KHOORSHED JAH.

MEMO.

Mr. H. E. Trevor having been appointed with the sanction and approval of the Resident and the Peshkar as Arbitrator in the matters in dispute between the Nawabs Khoorshed Jah and Vicar-ul-Oomrah.

The result of the arbitration so far is briefly as follows :—

The first sitting took place on the 23rd of July, and the arbitrator having retired from the Government service, held his last meeting on the 23rd of August.

A scheme for retaining Mr. Trevor's services till the completion of the arbitration fell through, owing to the Nawab Vicar-ul-Oomrah declining to pay half the retaining fee.

The claims of the Nawabs as laid before the arbitration are as follows :—

The Nawab Khoorshed Jah claims—

(1) The unfulfilled portion of the Ekrarnamah, dated 4th Suffer 1299.

(2) The balance due him from his brother under the late Minister's Decision.

(3) The division of the private property in the city.

Claims of the Nawab Vicar-ul-Oomrah—

(1) Rs. 90,000.

(2) The Surdmahal, &c.

Both brothers desire the allotment of the joint household property in the city ; they differ however as to what this comprises.

The details of the above claims, accounts, correspondence, &c., have been filed by both Nawabs before the Arbitrator.

On the 20th August, with the consent of the representatives of both Nawabs, the Arbitrator drew up the following :—

Draft suggestions for the acceptance of both Nawabs preliminary to the framing of issues.

1. It is agreed that the arbitrator is to give effect: (1) to the Ekrarnamah of the 4th Suffer 1299 H, (2) to the Minister's decision of the 4th Rubbee-ul-Awal 1299 H.

2. That no claim, which is contrary to the terms of either of the above-mentioned documents, shall be considered admissible.

3. That it should be left to the arbitrator to decide, with regard to the Jaghirs left by the mother and sister of the two Nawabs, and with regard to the villages of Ajmurry Gungawarem, whether these properties fall under the operation of Clause 3 of the Ekrarnamah ; or on what principle they should be disposed of?

4. That, with respect to the claims for Sair villages, no such claim shall be admitted, unless it can be brought under a fair construction of either the Ekrarnamah, or the decision, which it shall be for the arbitrator to decide.

5. That the decision be based on the revenue accounts of 1288 H.

6. That the award of mesne profits and interest be left to the discretion of the arbitrator.

7. That, in the event of the arbitrator awarding delivery of lands to either party, such party shall accept with the land the responsibility of maintaining a proportionate number of Pagah troops and incurring other expenses attendant on the possession of the land.

The Nawab Khoorshed Jah signified his approval of the above issues.

At the same meeting and after recording the above issues, the representative of the Nawab Vicar-ul-Oomrah, filed a letter, in which "The Nawab Vicar-ul-Oomrah admits the agreement, dated 4th Suffer, and is willing that the question, whether it has been given full effect to, should be referred to arbitration."

Three days afterwards, however, the Nawab's representative states:—

> "The Nawab Vicar-ul-Oomrah is not prepared to go on with the arbitration at all, unless his claim to the Surdmahal and other property coloured as belonging to him on the map sealed by the late Ameer-i-Kabir be admitted without dispute." He declines to produce evidence of title before an arbitrator.

The departure of the arbitrator for England on the 26th August postponed the proceedings.

The Nawab Khoorshed Jah now seeks that this enquiry be completed either by arbitration, or in any other approved method; he declines to delay or postpone the fulfilment of the joint Ekrarnamah, and insists on the restitution of those lands he is entitled to under the above deed. The Nawab Khoorshed Jah denies the right of the Nawab Vicar-ul-Oomrah to retain landed property bringing in over Rs. 13,000 per mensem till such time as the owners ship of a house in dispute in the city is agreed upon.

A. STEVENS.

With the sanction and approval of the Government of India Mr. Ridsdale, Chief Commissioner, Berar, is appointed Judge to settle the dispute, and permission granted to both parties in the case to employ counsel, if desired. 15*th October* 1883.